

CONFIDENTIAL

T. Boone Pickens												
Insurance Audit												
1. Illustration - 0 premiums												
2. Illustration - paying as is but change to monthly mode												
Insurance Carrier	Policy Number	Face Amount	Annual Premium	Policy Date	Surrender CV	Total Deposits	Owner	Beneficiary	AS OF 4/2/09	Agent Comm. Imputed	NOTES	
American Fidelity	JF5462022	\$ 1,800,000	\$ 90,815	2/1/2007	\$ 84,430.73	\$ 272,445.64	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Lincoln National	7113359	\$ 5,000,000	\$ 268,388	2/1/2007	\$ 22,625.26	\$ 600,194.03	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Metropolitan	BS00017240	\$ 1,280,000	\$ 107,780	2/1/2007	\$ 103,311.77	\$ 323,280.00	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Prudential	6207877	\$ 1,250,000	\$ 136,025	2/1/2006	\$ 37,647.70	\$ 278,031.50	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Transamerica	V123549	\$ 10,000,000	\$ 1,121,053	5/4/2007	\$ 582,357.14	\$ 2,244,110.00	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Transamerica	225104	\$ 500,000	\$ 62,351	2/1/2007	\$ 25,611.11	\$ 157,048.44	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Transamerica	83823415	\$ 3,750,000	\$ 309,287	2/1/2007	\$ 422,861.25	\$ 2,810,890.00	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Transamerica	8761453	\$ 10,000,000	\$ 448,536	8/8/2005	\$ -	\$ 1,794,144.00	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	UNABLE TO OBTAIN DATA FROM CARRIER			
Transamerica	85068275	\$ 2,000,000	\$ 178,847	7/17/2007	\$ 104,456.61	\$ 350,694.00	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Transamerica	85068136	\$ 5,000,000	\$ 488,443	4/14/2008	\$ 1,087.82	\$ 489,443.00	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Transamerica	42278331	\$ 30,000,000	\$ 868,530	2/22/2005	\$ -	\$ -	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Transamerica	80729414	\$ 35,000,000	\$ -	9/21/2004	\$ 10,209,181.72	\$ 14,178,585.00	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Lincoln Benefit Life	01N137046	\$ 10,000,000	\$ 708,478	1/8/2008	\$ 440,645.10	\$ 1,419,952.21	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Metropolitan	15827985	\$ 5,000,000	\$ 335,700	7/18/2007	\$ 24,858.43	\$ 671,400.00	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Metropolitan	15827988	\$ 5,000,000	\$ 335,700	7/18/2007	\$ 24,858.43	\$ 671,400.00	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Metropolitan	15842921	\$ 1,000,000	\$ 100,251	3/7/2008	\$ 92,388.00	\$ 280,591.46	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Metropolitan Life	2070682031SU	\$ 3,500,000	\$ 420,125	8/22/2007	\$ 353,237.37	\$ 840,250.14	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
AXA Equitable	15820782	\$ 5,000,000	\$ 256,175	2/1/2007	\$ 178,887.16	\$ 855,525.00	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
American General	U10043380	\$ 5,000,000	\$ 579,824	11/7/2007	\$ 555,031.59	\$ 1,159,047.06	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
American General	U10022351L	\$ 1,000,000	\$ 115,805	11/7/2007	\$ 109,470.81	\$ 231,809.71	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
Prudential	6072602	\$ 2,000,000	\$ 228,288	2/14/2007	\$ 228,823.52	\$ 678,034.34	Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	Should be SAFE			
		\$ 149,650,000	\$ 3,768,172									

ANDERS_SAF00002124

EXHIBIT 1

13

CHERYL ALEXANDER

1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

THE LINCOLN NATIONAL LIFE
INSURANCE COMPANY,
Plaintiff,

vs.

COWBOY ATHLETICS, INC. and T.
BOONE PICKENS,
Defendants.

COWBOY ATHLETICS, INC. and T.
BOONE PICKENS,
Counterclaimants,

vs.

THE LINCOLN NATIONAL LIFE
INSURANCE COMPANY,
Counterdefendant.

CASE NO.
3-10-CV-173-P

COWBOY ATHLETICS, INC. and T.
BOONE PICKENS,
Third-Party
Plaintiffs,

vs.

MANAGEMENT COMPENSATION GROUP
LEE, INC., et al.,

Third-Party
Defendants.

COPY

ORAL AND VIDEOTAPED DEPOSITION OF
CHERYL ALEXANDER
November 21st, 2011

214-855-5300

UARS

800-445-7718

EXHIBIT 2
14

CHERYL ALEXANDER

2

1 ANSWERS AND VIDEOTAPED DEPOSITION of
 2 **CHERYL ALEXANDER**, taken at the instance of the
 3 Defendants, Counterclaimants and Third-Party
 4 Plaintiffs Cowboy Athletics, Inc., et al., on the 21st
 5 of November, AD, 2011, in the above styled and numbered
 6 cause at the offices of Bickel & Brewer, 4800 Comerica
 7 Bank Building, 1717 Main Street, Dallas, Texas, before
 8 Wes R. Perryman, a Certified Shorthand Reporter in and
 9 for the State of Texas, pursuant to the Federal Rules
 10 of Civil Procedure and the provisions stated on the
 11 record.

A P P E A R A N C E S

12
 13 APPEARING FOR THE PLAINTIFF AND COUNTERDEFENDANT THE
 14 LINCOLN NATIONAL LIFE INSURANCE COMPANY:

15 **MR. GREGORY J. STAR**
 16 Drinker, Biddle & Reath, LLP
 17 1177 Avenue of the Americas, 41st Floor
 18 New York, New York 10036-2714
 19 andrew.lorin@dbr.com
 20 grant.nichols@dbr.com, david.brown@dbr.com
 21 joseph.evangelista@dbr.com,
 22 gregory.star@dbr.com

23 APPEARING FOR THE DEFENDANTS, COUNTERCLAIMANTS AND
 24 THIRD-PARTY PLAINTIFFS COWBOY ATHLETICS, INC., ET AL.:

25 **MR. TIMOTHY J. MORRIS**
 MR. RENÉ J. KERN
 Gianelli & Morris
 888 West 6th Street, 9th Floor
 Los Angeles, California 90017
 tim.morris@gmlawyers.com
 diane.schmidt@gmlawyers.com
 rob.gianelli@gmlawyers.com
 rjklawyer@sbcglobal.net

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CHERYL ALEXANDER

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1 APPEARING FOR THIRD-PARTY DEFENDANTS MANAGEMENT
2 COMPENSATION GROUP LEE, INC., ET AL.:

3 **MR. BRADLEY M. GORDON**

4 Reese Gordon Marketos, LLP
5 750 North St. Paul Street, Suite 610
6 Dallas, Texas 75201
7 joel.reese@rgmfir.com, alya.taha@rgmfir.com
8 brad.gordon@rgmfir.com

9 APPEARING FOR THIRD-PARTY DEFENDANT JAMES GLENN TURNER,
10 JR.:

11 **MR. ROY L. STACY**

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14 Dallas, Texas 75202
15 stacy@stacyconder.com, spencer@stacyconder.com
16 howie@stacyconder.com

17 APPEARING FOR THIRD-PARTY DEFENDANTS LARRY ANDERS AND
18 SUMMIT ALLIANCE FINANCIAL, LLP:

19 **MR. JEREMY D. CAMP**

20 Bickel & Brewer
21 4800 Comerica Bank Building
22 1717 Main Street
23 Dallas, Texas 75201
24 jsr@bickelbrewer.com, jad@bickelbrewer.com
25 jyc@bickelbrewer.com

-and-

MR. SAMUEL A. MILLS

Fishman Jackson Luebker
13155 Noel Road, Suite 700
Dallas, Texas 75240
smills@fishmanjackson.com

ALSO APPEARING: Mr. John Lee
Mr. Glenn Turner
Mr. David Guerra, Videographer

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EXHIBIT 2

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CHERYL ALEXANDER

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15:57:05 1 MR. GORDON: Objection, form.

15:57:12 2 MR. MORRIS: Did, to your knowledge,
15:57:13 3 anyone at Mr. Lee's company make any effort to contact
15:57:16 4 the insureds through any means to let them know that
15:57:23 5 their signatures had been affixed on these policy
15:57:26 6 illustrations that were submitted to Lincoln National?

15:57:31 7 THE WITNESS: Not to my knowledge.

15:57:36 8 Q. (BY MR. MORRIS) Mr. Lee didn't request that
15:57:37 9 you do that?

15:57:38 10 A. No.

15:57:39 11 Q. Did Mr. Turner request that you do that?

15:57:41 12 A. No.

15:57:41 13 Q. Did you ask Mr. Turner whether it was
15:57:43 14 appropriate to cut and paste the insureds' signatures
15:57:48 15 from the application forms onto the Lincoln National
15:57:51 16 policy illustration forms?

15:57:53 17 A. No.

15:57:53 18 Q. Did Mr. Lee indicate to you at any point in
15:57:56 19 time that that was okay?

15:57:58 20 A. Yes.

15:57:59 21 Q. When did he first so indicate to you?

15:58:02 22 A. He didn't indicate to me. I know that he
15:58:05 23 told -- Amber asked him about it, was my understanding.

15:58:08 24 Q. Before she did it?

15:58:10 25 A. Yes.

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CHERYL ALEXANDER

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16:00:45 1 signatures in order to get them back to them so
16:00:48 2 quickly?

16:00:50 3 MR. CAMP: Objection.

16:00:50 4 THE WITNESS: I don't know that it ever
16:00:51 5 came up. I mean, I don't think anything -- I don't
16:00:54 6 think they ever said, "How did you get them this fast?"
16:00:58 7 I don't think that was ever questioned.

16:01:00 8 MR. MORRIS: And you never volunteered --
16:01:02 9 strike that.

16:01:10 10 THE WITNESS: We had -- you know, we had
16:01:11 11 the owner's signature and his instructions not to
16:01:15 12 contact the insured -- the insureds, but I don't think
16:01:18 13 anyone -- I never heard anyone object to it.

16:01:22 14 MR. MORRIS: Were any of Mr. Holder's
16:01:24 15 signatures lifted from others -- other signatures that
16:01:28 16 he had made and placed on policy illustrations?

16:01:31 17 THE WITNESS: Not to my knowledge.

16:01:35 18 Q. (BY MR. MORRIS) There would be no reason to
16:01:36 19 do that, correct, because you could FedEx it back --

16:01:39 20 A. Right.

16:01:40 21 Q. -- and forth in a day?

16:01:41 22 A. Right. In fact, some of the things he signed
16:01:44 23 he faxed back to us to get them to us quickly.

16:01:47 24 Q. Did Ms. Ivey ever indicate to you that apart
16:01:49 25 from the instructions she received from Mr. Lee to cut

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16:01:53 1 and paste insureds' signatures from the Lincoln
16:01:58 2 National applications and put them on the policy
16:02:00 3 illustrations she also received instructions at some
16:02:03 4 point in time from Mr. Lee to cut and paste
16:02:07 5 Mr. Holder's signature and put them on applications --
16:02:10 6 on policy illustrations?

16:02:12 7 MR. GORDON: Objection, form.

16:02:12 8 THE WITNESS: Let me back up a minute.
16:02:14 9 First of all, to my knowledge, he never told her to cut
16:02:16 10 and paste. What he said was when she asked if -- you
16:02:22 11 know, what to do about the signature, what he said was,
16:02:25 12 "They are going to drop by today." And that meant "cut
16:02:29 13 and paste." But he didn't actually say those words.

16:02:32 14 Q. (BY MR. MORRIS) Okay. They are going to drop
16:02:33 15 by today? That's known --

16:02:35 16 A. That's very common in the insurance industry.

16:02:39 17 Q. And the phrasing "they are going to drop by
16:02:42 18 today" is we are going to put whoever's signature is
16:02:46 19 required on this form, quote, because they are going to
16:02:49 20 drop by today, end quote, knowing that they are not
16:02:51 21 going to drop by.

16:02:52 22 A. Yes.

16:02:53 23 Q. So by some method, be it cut and paste, Xerox,
16:03:00 24 tracing signatures or anything in between, the common
16:03:06 25 knowledge was, "they are going to drop by today," you

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EXHIBIT 2

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CHERYL ALEXANDER

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16:03:10 1 put that person's signature on that form.

16:03:14 2 MR. GORDON: Objection, form.

16:03:15 3 THE WITNESS: Yes.

16:03:16 4 MR. MORRIS: I'm sorry, your answer was?

16:03:18 5 THE WITNESS: Yes.

16:03:21 6 Q. (BY MR. MORRIS) How long had, to your
16:03:22 7 knowledge, the "they are going to drop by today"
16:03:27 8 practice been employed by Mr. Lee's office?

16:03:31 9 A. I really don't know.

16:03:32 10 Q. Decades?

16:03:33 11 A. Oh, I have no idea.

16:03:36 12 Q. When is the first time you heard that "they
16:03:40 13 are going to drop by today" language?

16:03:43 14 A. I honestly don't know.

16:03:44 15 Q. In the 1990s had you heard that language?

16:03:48 16 A. Probably.

16:03:51 17 Q. And sometime during your employment with
16:03:54 18 Mr. Lee, you came to understand what that meant.

16:03:58 19 A. Yes.

16:03:58 20 Q. Did he explain it to you?

16:03:59 21 A. I don't know that he explained it to me. I
16:04:02 22 really don't remember who told me what that meant,
16:04:04 23 but --

16:04:04 24 Q. Did Ms. Ivey seem to understand what "they are
16:04:08 25 going to drop by today" meant?

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16:04:10 1 A. Yes.

16:04:10 2 Q. Had you and she ever discussed what "they are
16:04:14 3 going to drop by today" meant to the two of you?

16:04:18 4 A. No.

16:04:25 5 Q. After -- strike that.

16:04:27 6 Did you observe Ms. Ivey cutting and
16:04:29 7 pasting signatures onto policy illustrations?

16:04:36 8 A. Yes.

16:04:36 9 Q. And did she express to you any misgivings
16:04:39 10 about doing that?

16:04:42 11 A. No, she didn't. I think she felt the same
16:04:45 12 thing we all did, that the owner had signed off on it
16:04:49 13 and they are paying for it and it really was kind of a
16:04:52 14 moot point.

16:04:53 15 Q. You understood that Lincoln National was
16:04:55 16 requiring the insured's signature on those policy
16:04:58 17 illustrations, though, however. Correct?

16:05:02 18 MR. STACY: Objection, form.

16:05:02 19 MR. GORDON: Objection, form.

16:05:04 20 MR. CAMP: Objection, form.

16:05:05 21 MR. STAR: Objection, form.

16:05:05 22 THE WITNESS: So am I going to answer
16:05:05 23 that --

16:05:05 24 MR. MORRIS: Yes.

16:05:07 25 THE WITNESS: -- or not?

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16:05:07 1 MR. MORRIS: Yes.

16:05:08 2 THE WITNESS: I understood that Lincoln

16:05:10 3 wanted -- I'm sorry. Say that one more time.

16:05:12 4 MR. MORRIS: You understood that Lincoln

16:05:13 5 had requested that the insureds' signatures be obtained

16:05:17 6 on the policy illustrations.

16:05:18 7 THE WITNESS: Yes, I did.

16:05:25 8 MR. STAR: Objection, form.

16:05:27 9 MR. GORDON: Objection, form.

16:05:28 10 MR. REESE: Objection, form.

16:05:28 11 MR. MORRIS: Did you get the response?

16:05:28 12 Who indicated that to you, that Lincoln was requesting

16:05:32 13 those insureds' signatures on the policy illustration

16:05:32 14 forms?

16:05:32 15 MR. STAR: Objection, form.

16:05:33 16 THE WITNESS: No one indicated to me. On

16:05:35 17 the form itself it has a place for the applicant and a

16:05:37 18 place for the owner to sign.

16:05:41 19 Q. (BY MR. MORRIS) Did you ever have a

16:05:42 20 discussion with anyone at Lincoln regarding the

16:05:47 21 requirement for the insured's signature on the policy

16:05:50 22 illustrations?

16:05:51 23 A. No.

16:05:51 24 Q. Anyone at Lincoln Financial distributors?

16:05:55 25 A. No.

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Lincoln National v. Cowboys Athletics

10/4/2011

Helena Roberts

Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

* * * * *

THE LINCOLN NATIONAL LIFE)
INSURANCE COMPANY,)
Plaintiff,)

-vs-

COWBOY ATHLETICS, INC., and)
T. BOONE PICKENS,)
Defendant.)

* * * * *

COWBOY ATHLETICS, INC., and)
T. BOONE PICKENS,)
Counterclaimants,)

-vs-

THE LINCOLN NATIONAL LIFE)
INSURANCE COMPANY,)
Counterdefendant.)

* * * * *

COWBOY ATHLETICS, INC., and)
T. BOONE PICKENS,)
Third-Party Plaintiffs,)

-vs-

MANAGEMENT COMPENSATION GROUP)
LEE, INC.; JOHN RIDINGS LEE;)
JOHN RIDINGS LEE COMPANY, INC.;)
JAMES GLENN TURNER, JR.; LARRY)
ANDERS; SUMMIT ALLIANCE)
FINANCIAL, LLP., and DOES 1)
through 10, Inclusive,)
Third-Party Defendants.)

* * * * *

DEPOSITION OF: HELENA ROBERTS

DATE: October 4, 2011

TIME: 8:58 a.m.

HELD AT: Brandon Smith Reporting Service

Reporter: Bethany A. Carrier, LSR #071
249 Pearl Street Six Landmark Square - 4th Floor
Hartford, CT 06103 Stamford, CT 06901
(860) 549-1850 (203) 316-8591
(800) 852-4589 (800) 852-4589

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Civil Action No.
3:10-CV-173-P

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10/4/2011

Lincoln National v. Cowboys Athletics

Helena Roberts

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A P P E A R A N C E S

Representing the Plaintiff and Counterclaim Defendant
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By: CHARLES J. VINICOMBE, ESQ.
charles.vinicombe@dbb.com
(215) 988-1139

Representing the Defendant and Counterclaimants Cowboy
Athletics, Inc. and T. Boone Pickens:

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and Summit Alliance Financial, LLP:

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10/4/2011 Lincoln National v. Cowboys Athletics

Helena Roberts

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A P P E A R A N C E S (Cont'd)

Representing the Third-Party Defendants Management
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John Ridings Lee Company, Inc.:

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By: BRADLEY M. GORDON, ESQ.
brad.gordon@rgmfirm.com
(214) 382-9802

Also Present:

JOHN RIDINGS LEE
JACOB BRANDON, Videographer

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Lincoln National v. Cowboys Athletics

10/4/2011

Helena Roberts

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1 words, try not to say "uh-huh" or "uh-uh." While this
2 proceeding is being videotaped, and we could probably
3 interpret those kinds of gestures, the court reporter
4 is making the official transcript, and for that we need
5 words to be clear. Do you understand that?

6 A I do.

7 Q Is there any reason you cannot have your
8 deposition taken today?

9 A No.

10 Q You understand you're under oath in this
11 proceeding?

12 A I do.

13 Q And you understand what that means?

14 A I do.

15 Q What is your present position with Lincoln
16 National?

17 A My current position is assistant vice
18 president of underwriting and new business.

19 Q And how long have you had that position?

20 A I have had that position for six years.

21 Q What did you do before that?

22 A I was the director of brokerage, new
23 business.

24 Q For how long?

25 A That position I held for three years.

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Lincoln National v. Cowboys Athletics

10/4/2011

Helena Roberts

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1 MR. GORDON: Objection. Form.

2 A They would contact our complaint department,
3 as I indicated before, and escalate the issue.

4 MR. HOWIE: Rob, can we have an
5 agreement that an objection by one party is
6 good for all?

7 MR. GIANELLI: Sure.

8 BY MR. GIANELLI:

9 Q Okay. Let's go to the second paragraph here.
10 And this raises a question about the witnessing of the
11 signatures. And it says in the second sentence that,
12 Three of the delivery receipts were witnessed by Amber
13 Ivey, who we believe was an employee of your firm in
14 Texas. Do you see that?

15 A Yes.

16 Q And then it says, Do you recall circumstances
17 why these were witnessed by Amber? And was she present
18 when these three delivery receipts were signed? Do you
19 see that?

20 A Yes.

21 Q Let me take you to Exhibit 109, which is the
22 collection of -- 1009 which is the collection of
23 delivery receipts. If you turn to Bates number 60280,
24 you see this has got the signature -- purports to be
25 the signature of Amber Ivey on the signature line. Do

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production@brandonreporting.com 249 Pearl Street

Lincoln National v. Cowboys Athletics

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Helena Roberts

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1 you see that?

2 A Yes.

3 Q Before this case arose, did you know who
4 Amber Ivey was?

5 A No.

6 Q Did you know who Mr. Lee was?

7 A No.

8 Q Now, if Ms. Ivey did not, in fact, witness
9 Mr. Holder's signature, but signed this at a different
10 time and place, would that be considered a forgery
11 under Lincoln National's guidelines?

12 MR. VINICOMBE: Objection.

13 A Yes.

14 BY MR. GIANELLI:

15 Q Do you know if Lincoln National ever took
16 into account the fact that at least some of these
17 signatures may have been falsely witnessed by Amber
18 Ivey?

19 MR. VINICOMBE: Objection to
20 form.

21 A I'm sorry. Could you repeat that?

22 BY MR. GIANELLI:

23 Q Yes: Did Lincoln National ever take into
24 account the fact that Amber Ivey may have falsely
25 witnessed the signing of some of the delivery

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production@brandonreporting.com

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Amber Ivey

Page 1

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF TEXAS
3 DALLAS DIVISION
4 THE LINCOLN NATIONAL LIFE)
5 INSURANCE COMPANY,)
6 Plaintiff,)
7 vs.)
8 COWBOY ATHLETICS, INC. and T.)
9 BOONE PICKENS,)
10 Defendants.)
11 -----)
12)
13 COWBOY ATHLETICS, INC. and T.)
14 BOONE PICKENS,)
15 Counterclaimants,)
16 vs.)
17 THE LINCOLN NATIONAL LIFE)
18 INSURANCE COMPANY,)
19 Counterdefendant.)
20 -----)
21)
22 COWBOY ATHLETICS, INC. and T.)
23 BOONE PICKENS,)
24 Third-Party)
25 Plaintiffs,)
26 vs.)
27 MANAGEMENT COMPENSATION GROUP)
28 LEE, INC., et al.,)
29)
30 Third-Party)
31 Defendants.)
32 *****
33 ORAL AND VIDEOTAPED DEPOSITION OF
34 AMBER IVEY
35 December 13th, 2011
36 *****

CASE NO.
3-10-CV-173-P

214-855-5300

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EXHIBIT 4
29

Amber Ivey

Page 2

1 ANSWERS AND VIDEOTAPED DEPOSITION of
 2 AMBER IVEY, taken at the instance of the Defendants,
 3 Counterclaimants and Third-Party Plaintiffs Cowboy
 4 Athletics, Inc., et al., on the 13th of December, AD,
 5 2011, in the above styled and numbered cause at the
 6 offices of Baker Botts, 2001 Ross Avenue, Suite 1100,
 7 Dallas, Texas, before Wes R. Perryman, a Certified
 8 Shorthand Reporter in and for the State of Texas,
 9 pursuant to the Federal Rules of Civil Procedure and
 10 the provisions stated on the record.

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A P P E A R A N C E S

14 APPEARING FOR THE PLAINTIFF AND COUNTERDEFENDANT THE
 15 LINCOLN NATIONAL LIFE INSURANCE COMPANY:

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MR. ANDREW J. LORIN
 Drinker, Biddle & Reath, LLP
 1177 Avenue of the Americas, 41st Floor
 New York, New York 10036-2714
 andrew.lorin@dbr.com, grant.nichols@dbr.com
 david.brown@dbr.com, gregory.star@dbr.com
 joseph.evangelista@dbrcom

APPEARING FOR THE DEFENDANTS, COUNTERCLAIMANTS AND
 THIRD-PARTY PLAINTIFFS COWBOY ATHLETICS, INC., ET AL.:

MR. TIMOTHY J. MORRIS
 Gianelli & Morris
 888 West 6th Street, 9th Floor
 Los Angeles, California 90017
 tim.morris@gmlawyers.com
 diane.schmidt@gmlawyers.com
 rob.gianelli@gmlawyers.com
 rjklawyer@sbcglobal.net

Amber Ivey

Page 3

1 APPEARING FOR THIRD-PARTY DEFENDANTS MANAGEMENT
2 COMPENSATION GROUP LEE, INC., ET AL.:

3 MR. JOEL W. REESE
4 Reese Gordon Marketos, LLP
5 750 North St. Paul Street, Suite 610
6 Dallas, Texas 75201
joel.reese@rgmfirm.com, alya.taha@rgmfirm.com
brad.gordon@rgmfirm.com

7 APPEARING FOR THIRD-PARTY DEFENDANT JAMES GLENN TURNER,
8 JR.:

9 MR. CLINTON D. HOWIE
10 Stacy & Conder, LLP
11 901 Main Street, Suite 6220
12 Dallas, Texas 75202
13 stacy@stacyconder.com, spencer@stacyconder.com
14 howie@stacyconder.com

15 APPEARING FOR THIRD-PARTY DEFENDANTS LARRY ANDERS AND
16 SUMMIT ALLIANCE FINANCIAL, LLP:

17 MR. JEREMY D. CAMP
18 Bickel & Brewer
19 4800 Comerica Bank Building
20 1717 Main Street
21 Dallas, Texas 75201
22 jsr@bickelbrewer.com, jad@bickelbrewer.com
23 jyc@bickelbrewer.com

24 -and-

25 MR. SAMUEL A. MILLS
Fishman Jackson Luebker
13155 Noel Road, Suite 700
Dallas, Texas 75240
smills@fishmanjackson.com

26 ALSO APPEARING: Mr. John Lee
27 Mr. Glenn Turner
28 Mr. David Guerra, Videographer

Amber Ivey

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1 National Life Insurance Company application form?

2 A. No. I believe it was a different company.

3 Q. Was that Transamerica?

4 A. Perhaps so. I'm not sure.

5 Q. Do you have a recollection as you sit here
6 today that many of the Gift of a Lifetime applications
7 that were submitted to Lincoln National had information
8 that was gleaned from Transamerica applications?

9 A. Yes.

10 Q. Do you believe that the Transamerica
11 application for Dr. Allen was not for \$10,000,000 and
12 that's why it required a handwritten entry?

13 A. I'm not sure why. I don't remember that.

14 Q. Looking at Exhibit 1149, Bates stamp page 467,
15 you were not in Stillwater, Oklahoma on or about
16 11/27/06, were you?

17 A. No.

18 Q. And you didn't witness Dr. Allen's signature?

19 A. No.

20 Q. Is that an original signature, as far as you
21 know, for Dr. Thomas W. Allen?

22 A. Yes.

23 Q. And you hadn't signed your name as witnessing
24 Dr. Allen's signature when the application that we've
25 marked as Exhibit 1149 was sent to Dr. Allen. Correct?

Amber Ivey

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1 MR. LORIN: Objection.

2 THE WITNESS: Can you repeat the
3 question?

4 MR. MORRIS: You didn't sign your name as
5 witnessing Dr. Allen's signature until after it was
6 returned to Mr. Lee's office by Dr. Allen. Correct?

7 THE WITNESS: Correct.

8 Q. (BY MR. MORRIS) And how did you choose the
9 date 11/27/06?

10 A. I don't remember how we chose that date.

11 Q. Were you told by someone at Mr. Lee's office
12 to sign your name as witnessing Dr. Allen's signature
13 on Bates stamp page 467 of Exhibit 1149?

14 A. Not specifically, no.

15 Q. Were you generally told to sign your name as
16 witness to Dr. Allen's signature?

17 A. Yes.

18 MR. HOWIE: Objection, form.

19 THE WITNESS: Yes.

20 MR. MORRIS: Describe that for me.

21 MR. LORIN: Objection.

22 THE WITNESS: When there was -- when we
23 would send out the apps and they would sign them and
24 they would come back with no witness, we would go ahead
25 and sign them, because the insured would -- we were

Amber Ivey

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1 under a huge time crunch from Cowboy Athletics and were
2 instructed not to speak a lot to the insureds, not to
3 bother them. So in those cases we would witness them
4 to save time.

5 Q. (BY MR. MORRIS) And when did you first learn
6 that there was a huge time crunch regarding the Gift of
7 a Lifetime applications?

8 A. I don't know.

9 Q. Was it in November of '06?

10 MR. LORIN: Objection.

11 THE WITNESS: I don't know.

12 MR. MORRIS: Was it in December of '06?

13 MR. LORIN: Objection.

14 THE WITNESS: I'm not sure. Don't know.

15 MR. MORRIS: You're not certain if it was
16 prior to the time you signed your name as witnessing
17 Dr. Allen's signature. Correct?

18 THE WITNESS: I'm not sure.

19 MR. LORIN: Objection.

20 THE WITNESS: It was during the
21 application process.

22 MR. MORRIS: Looking at -- strike that.
23 Who told you that there was a time
24 crunch?

25 THE WITNESS: It was known throughout the

Amber Ivey

Page 79

1 Q. Would you just -- if you wanted to make a
2 notation concerning a particular application, would you
3 just write it somewhere within that file?

4 A. I may have, yes.

5 Q. You didn't have a custom and practice one way
6 or the other, though?

7 A. No.

8 Q. Have you ever heard of the language "Drop by
9 to sign" or words to that effect regarding the signing
10 of a person's signature on an insurance form?

11 MR. LORIN: Objection.

12 MR. CAMP: Objection.

13 THE WITNESS: Yes.

14 MR. MORRIS: When did you first hear of
15 that language?

16 MR. HOWIE: Objection, form.

17 THE WITNESS: When I first started
18 working for MCG.

19 Q. (BY MR. MORRIS) The first time around?

20 A. First time, yes, sir.

21 Q. Who told you of that language?

22 MR. HOWIE: Objection, form.

23 THE WITNESS: I heard it said within the
24 office various times.

25 MR. MORRIS: And what is the language

Amber Ivey

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1 that you're familiar with? I said "Drop by to sign."
2 Is that what the language is, or is it something other
3 than that?

4 THE WITNESS: That's the language.

5 Q. (BY MR. MORRIS) And did anyone explain to you
6 what "Drop by to sign" meant?

7 A. Not specifically. I just knew.

8 Q. How did you come to understand what you
9 believed "Drop by to sign" meant?

10 A. It meant if there was an application where an
11 insured had signed -- or had not signed on a form where
12 it didn't matter where it was something not specific to
13 them, like if an owner owned the policy but was not the
14 insured, then we would -- the "drop by" would mean to
15 go ahead and cut and paste their name on that signature
16 line.

17 Q. Whose name?

18 A. The insured.

19 Q. Okay. Did you ever cut and paste a signature
20 for the owner of the policy?

21 MR. HOWIE: Objection, form.

22 THE WITNESS: Not that I know of, no.

23 MR. MORRIS: Did anyone explain to you
24 how to go about the process of cutting and pasting a
25 name from one insurance form and putting it on another

Amber Ivey

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1 Lincoln National regarding whether or not the owner's
2 signature was sufficient on a Gift of a Lifetime policy
3 illustration?

4 THE WITNESS: No.

5 MR. MORRIS: Was there a consensus of
6 opinion amongst you, Ms. Alexander and Ms. Connolly
7 that cut-and-paste signatures of insureds should be put
8 on the Gift of a Lifetime policy illustrations?

9 MR. LORIN: Objection.

10 MR. CAMP: Objection.

11 THE WITNESS: I believe so, yes.

12 MR. MORRIS: No one at Summit Alliance
13 ever told you, "What are you doing? We don't need the
14 insureds' signatures on these policy illustrations."
15 Correct?

16 THE WITNESS: Not to my knowledge, no.

17 Q. (BY MR. MORRIS) If you would look at a
18 document that was previously marked as Exhibit 1139. I
19 would like to direct your attention to the top of
20 Exhibit 1139, which is an e-mail from Gregg, with two
21 G's, G-R-E-G-G, Michael, M-I-C-H-A-E-L, to Larry
22 Anders. Subject is "FW: T. Boone Pickens."

23 Have you ever heard of the name Gregg A.
24 Michael?

25 A. I have heard of it.

Amber Ivey

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1 A. It looks that way, yes.

2 Q. In the cut-and-paste jobs that you did on the
3 Gift of a Lifetime applications and illustrations, did
4 you use the proposed insured's signature on the
5 application to copy and then cut and paste and put onto
6 the illustration forms?

7 A. Yes.

8 Q. How is it that you chose the signatures on the
9 application as opposed to any other signature?

10 A. That was the only signatures we had, were on
11 the apps.

12 Q. Did you have a discussion with Ms. Alexander
13 as to which signatures would be copied and pasted?

14 A. I believe we may have so that we could choose
15 one, yes.

16 Q. I mean, was there -- was there a decision
17 made, "We are going to use the application signatures
18 as opposed to the signatures on authorization forms
19 that would also be part of the application"?

20 A. Yes. Not specifically, but I know we used the
21 application signatures.

22 Q. And was that the custom and practice as you
23 knew it there at Mr. Lee's office?

24 MR. HOWIE: Objection, form.

25 THE WITNESS: Yes, I believe so.

Amber Ivey

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1 A. No.

2 MR. HOWIE: Tim, it's noon. I know
3 she --

4 MR. MORRIS: Let's cut off. Let's take a
5 break.

6 MR. HOWIE: Okay.

7 THE VIDEOGRAPHER: Marking the end of
8 tape two, deposition of Amber Ivey, 12:00 p.m. Off the
9 record.

10 (Luncheon recess.)

11 THE VIDEOGRAPHER: The start of tape
12 three, the deposition of Amber Ivey, 2:08. Back on the
13 record.

14 Q. (BY MR. MORRIS) Ms. Ivey, did you and
15 Ms. Alexander keep track of which one of you cut and
16 pasted which signatures on which illustrations?

17 A. No.

18 Q. We can go through Exhibit 1101, which you have
19 in front of you. Is there any way that you're going to
20 be able to determine whether or not any particular
21 cut-and-paste job was your cut-and-paste job as opposed
22 to Ms. Alexander's?

23 A. No.

24 Q. Are you satisfied that every illustration in
25 1101 is a cut-and-paste job of the insureds's

Amber Ivey

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1 signatures?

2 A. Yes. I mean, I could look through them all,
3 but I believe so, yes.

4 Q. Why don't you take a quick moment and just
5 satisfy yourself that each of the insureds' signatures
6 is a cut-and-paste job.

7 MR. HOWIE: And, Tim, you mean the
8 signatures on just the illustrations. Right?

9 MR. MORRIS: Correct.

10 THE WITNESS: Yes.

11 Q. (BY MR. MORRIS) And having looked through
12 Exhibit 1101, are you satisfied also that the
13 cut-and-paste illustrations -- strike that.

14 Having looked through 1101, are you
15 satisfied that the insureds' cut-and-paste signatures
16 all come from the insureds' signatures on the Gift of a
17 Lifetime applications?

18 MR. HOWIE: Objection, form.

19 THE WITNESS: Yes.

20 (Deposition Exhibit 1178 marked.)

21 Q. (BY MR. MORRIS) I'm going to mark as next in
22 order, which is Exhibit 1178, certain pages that I've
23 taken from various document productions. But they all
24 relate to a Gift of a Lifetime insured by the name of
25 Connie Mashburn. Exhibit 1178 includes Bates stamp

Amber Ivey

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1 time and others that she faxed at a time that may not
2 be in here, I think it's potentially misleading. So I
3 just make an objection on those grounds.

4 Q. (BY MR. MORRIS) Fair enough.

5 A. Yes.

6 Q. Yes is an answer to my question or yes to fair
7 enough?

8 A. Yes is an answer to your question.

9 Q. All right. Where were the policies when you
10 faxed the policy delivery receipts within Exhibit 1182?

11 A. I believe they were in our office.

12 Q. By the time you faxed these policy delivery
13 receipts to Mr. Holder on February 9 of 2007, had you
14 already been told of the conversation Ms. Alexander
15 related to you between Mr. Lee and Mr. Holder about who
16 was going to maintain custody of the originals?

17 A. Yes, I believe so.

18 Q. Looking through Exhibit 1102, which is the
19 binder that you have in front of you, certain of these
20 policy delivery receipts were witnessed by you, and the
21 first one that I see is Bates stamp page CAI 015078.
22 Do you see that?

23 A. Yes.

24 Q. And this is -- is that your signature under
25 the -- or above the line with the word "Witness"?

Amber Ivey

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1 A. Yes.

2 Q. And did you in fact witness Mr. Holder's
3 signature of this policy delivery receipt?

4 A. No.

5 Q. If you notice up above, the fax headers are
6 February 14th of '07. Do you see that?

7 A. Yes.

8 Q. That was clearly some days after the February
9 9th initial fax of the initial batch of policy delivery
10 receipts. Do you see that?

11 A. Yes.

12 Q. And the other box is still marked with Cowboy
13 Athletics, Inc. by J. Mike Holder as being the person
14 who was going to maintain custody of the original
15 policies. Do you see that?

16 A. Yes.

17 Q. Did you ever ask Ms. Alexander why that box
18 was still being filled out in that manner if Mr. Lee's
19 office was going to maintain custody of the original
20 policies?

21 MR. LORIN: Objection.

22 THE WITNESS: I -- well, it would be
23 hearsay. I mean, I don't know if I should -- I mean, I
24 know what I heard about why.

25 MR. HOWIE: You can relate the

Amber Ivey

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1 Q. The next one I find is CAI 05 -- 015086. Let
2 me repeat that. CAI 015086. It's also dated 2/14 of
3 '07. Do you see that?

4 A. Yes.

5 Q. And that's your signature?

6 A. Yes.

7 Q. And you did not witness Mr. Holder's
8 signature, did you?

9 A. No.

10 Q. Is that your dating of 2/14/07?

11 A. Yes.

12 Q. Is that Mr. Holder's original signature on
13 that document?

14 A. Yes.

15 Q. Did anyone tell you at Mr. Lee's office that
16 it was approved for you to witness Mr. Holder's
17 signature on these policy delivery receipts even though
18 you didn't?

19 A. No. It was just what we were doing when that
20 was missing on that.

21 Q. The third signature that I found within
22 Exhibit 1102 is Bates stamp CAI 015096 dated February
23 14, 2007. Do you see that?

24 A. Yes.

25 Q. Is that your signature?

Amber Ivey

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1 A. Yes.

2 Q. And did you witness Mr. Holder's signature?

3 A. No.

4 Q. Is that your dating of 2/14/07?

5 A. Yes.

6 Q. Did you ever speak to anyone other than your
7 attorneys in this lawsuit regarding this issue of your
8 witnessing Mr. Holder's signatures on these policy
9 delivery receipts?

10 A. Not that I recall, no.

11 Q. Did you ever speak to anyone at Lincoln
12 National on that topic?

13 A. No.

14 Q. Did you ever speak to anyone at Summit
15 Alliance Financial on that topic?

16 A. No, not that I recall.

17 Q. Has anyone ever criticized you for signing
18 your name as witnessing Mr. Holder's signature?

19 A. No.

20 Q. Has anyone ever criticized you for putting
21 cut-and-paste signatures on policy illustrations
22 connected with the Gift of a Lifetime program?

23 A. No.

24 (Deposition Exhibit 1183 marked.)

25 Q. (BY MR. MORRIS) I will mark as next in order

FRAUD NOTICE

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Stillwater, OK

Printed (City and State)

Signature of Proposed Insured A Thomas W. Allen
Thomas W. Allen

Witness

Witness

Witness

Date

Date

Date

Signature of Proposed Insured B J. Mike Holder
Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation.)
J. Mike Holder, President

Witness

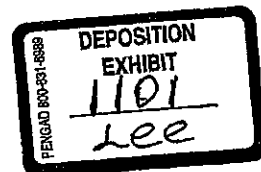
Witness

Witness

Date

Date

Date



35 OK

CONFIDENTIAL 10/04

CAI 383

EXHIBIT 5
45



LINCOLN ULLPR-7
A LIFE INSURANCE ILLUSTRATION
Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
 3838 Oak Lawn
 Ste 1450
 Dallas, TX 75219
 Tel: 214.522.7460

Insured: Thomas Allen
 Age: 68
 Sex: Male
 Class: Standard Best

Initial Death Benefit: \$10,000,000
 Initial Death Benefit Opt.: Increase/Premium
 Payment Mode: Annual
 Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 72	\$98,117	0	690,786	1,172,873	1,202,449	12,990,585	12,990,585	12,990,585	12,990,585
10 77	\$98,117	0	1,634,801	3,265,589	3,390,806	15,981,171	15,981,171	15,981,171	15,981,171
15 82	\$98,117	0	859,587	5,089,010	5,430,295	18,971,756	18,971,756	18,971,756	18,971,756
20 87	0	0	0	942,283	1,685,373	18,971,756	18,971,756	18,971,756	18,971,756
30 97	0	0	0	0	0	18,971,756	18,971,756	18,971,756	18,971,756
3 70	\$98,117	0	244,416	458,452	470,166	11,794,351	11,794,351	11,794,351	11,794,351
8 75	\$98,117	0	1,314,376	2,379,030	2,455,548	14,784,936	14,784,936	14,784,936	14,784,936
13 80	\$98,117	0	1,617,805	4,535,713	4,770,691	17,775,522	17,775,522	17,775,522	17,775,522

Coverage lapses in year:

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NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

x

Thomas W. Allen

1-29-07

Date

Signature of proposed insured(s)

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

Date

Signature of licensed agent/representative

LLA0510-0566

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

CONFIDENTIAL
 Page 5 of 13

CAI 528

January 25, 2007 10:16am

v2006.4.1

EXHIBIT 5
46

Jan 29 07 03:47p MCG Dallas

OR STATE GOLF

214 528 4999

0003

P-4

FRAUD NOTICE

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

35 OK

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), Insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its insurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage. This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/WE will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☒ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Signature of Proposed Insured A Bobby D. Anthony
 Date Nov. 27, 06

Witness James H. Anthony Date 11-27-06

Signature of Applicant/Owner/Trustee (Provide Officer's Title if Policy is owned by a Corporation)
J. Mike Holder, President

Witness James H. Anthony Date 1-29-07

35 OK

10/04

CONFIDENTIAL

CAI 590

01/29/2007 10:25 FAX 405 744 4985

OK STATE GOLF

Jan '29 07 03:46p

MCG Dallas

214 528 4999

001

P. 2

Lincoln
Financial Group

LINCOLN ULPR-7
A LIFE INSURANCE ILLUSTRATION
Flexible Premium Adjustable Life Policy

Prepared by: John R. Hines & Co.
3838 Oak Lawn
Ste 1450
Dallas, TX 75219
Tel: 214.522.7460

Insured: Bobby Anthony
Age: 65
Sex: Male
Class: Preferred

Initial Death Benefit: \$10,000,000
Initial Death Benefit Opt: Increase/Premium
Payment Mode: Annual
Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 09	387,828	0	0	0	0	11,939,141	11,939,141	11,939,141	11,939,141
10 14	387,828	0	369,784	748,337	769,338	13,878,281	13,878,281	13,878,281	13,878,281
15 19	387,828	0	1,071,567	2,279,532	2,367,712	15,817,422	15,817,422	15,817,422	15,817,422
20 24	0	0	911,528	3,834,130	4,052,002	15,817,422	15,817,422	15,817,422	15,817,422
25 29	0	0	0	2,764,931	2,742,736	15,817,422	15,817,422	15,817,422	15,817,422
30 34	0	0	0	0	0	15,817,422	15,817,422	15,817,422	15,817,422
35 39	387,828	0	0	0	0	10,387,828	10,387,828	10,387,828	10,387,828
40 44	387,828	0	537,086	1,027,409	1,057,401	12,326,969	12,326,969	12,326,969	12,326,969
45 49	387,828	0	1,164,138	2,819,930	2,729,374	14,266,109	14,266,109	14,266,109	14,266,109

Coverage lapses in year: 43 43 43 43 43 43 43

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If "0" appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date

1-29-07

Date

Signature of proposed insured

Signature of applicant/owner (if other than the proposed insured)

J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

Date

Signature of licensed agent/representative

LLA0510-0566

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

By JS, 2007 10, 17am

Page 5 of 13

Time: 1

CONFIDENTIAL

CAI 541

EXHIBIT 5
48

FRAUD NOTICE

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. **35 OK**

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or Agreement if advance payment has been made or acknowledged below and such Agreement issued, in the Temporary Life Insurance Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☒ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Stillewater, LLC - 74074
 State of (City and State)
 Signature of Proposed Insured A Paula B. Anthony *Paula B. Anthony* Witness *Bobby Stillewater* Date *11-27-2006*
 Signature of Proposed Insured B *J. Mike Holder* Witness *Debra Clemons* Date *1-29-07*
 Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation.)
 J. Mike Holder, President

35 OK

CONFIDENTIAL

CAI 647

EXHIBIT 5
49

LINCOLN UL^{LP}-7

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
3838 Oak Lawn
Ste 1450
Dallas, TX 75219
Tel: 214.522.7460

Insured: Paula Anthony
Age: 65
Sex: Female
Class: Standard Best

Initial Death Benefit: \$10,000,000
Initial Death Benefit Opt.: Increase/Premium
Payment Mode: Annual
Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL^{LP}-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 69	343,094	0	171,182	425,494	441,179	11,715,469	11,715,469	11,715,469	11,715,469
10 74	343,094	0	872,046	1,653,438	1,719,673	13,430,937	13,430,937	13,430,937	13,430,937
15 79	343,094	0	1,238,015	2,934,481	3,109,360	15,146,406	15,146,406	15,146,406	15,146,406
20 84	0	0	0	1,721,432	2,067,980	15,146,406	15,146,406	15,146,406	15,146,406
30 94	0	0	0	0	0	15,146,406	15,146,406	15,146,406	15,146,406
1 65	343,094	0	0	0	0	10,343,094	10,343,094	10,343,094	10,343,094
6 70	343,094	0	312,868	651,964	674,304	12,058,562	12,058,562	12,058,562	12,058,562
11 75	343,094	0	987,331	1,906,489	1,988,825	13,774,031	13,774,031	13,774,031	13,774,031

Coverage lapses in year: 35 35 35 35 35 35 35 35

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07 x Paula B. Anthony
Date Signature of proposed insured(s)
1-29-07 J. Mike Holder
Date Signature of applicant/owner (if other than the proposed insured)

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07 x John Ridings Lee
Date Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL

CAI 599

January 25, 2007 10:18am

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-2006 1 1

EXHIBIT 5
50

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Stillwater, Oklahoma

Dated at (City and State)

Signature of Proposed Insured A Jane Armstrong Witness Amber Wray

Date 11-13-06

Signature of Proposed Insured B

Signature of Applicant, Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation.)

J. Mike Holder, President

Witness C. Ray Clemens

Date 1-29-07

SS OK

10/04

CONFIDENTIAL

CAI 974

EXHIBIT 5
51



LINCOLN ULPR-7

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
3838 Oak Lawn
Ste 1450
Dallas, TX 75219
Tel: 214.522.7460

Insured: Jane Armstrong
Age: 82
Sex: Female
Class: Standard

Initial Death Benefit: \$10,000,000
Initial Death Benefit Opt.: Increase/Premium
Payment Mode: Annual
Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year / Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 86	1,177,681	0	953,616	2,207,811	2,264,660	15,888,405	15,888,405	15,888,405	15,888,405
10 91	1,177,681	0	0	2,781,891	3,007,766	21,776,811	21,776,811	21,776,811	21,776,811
15 96	1,177,681	0	0	0	0	27,665,216	27,665,216	27,665,216	27,665,216
20 101	0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
30 111	0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
4 85	1,177,681	0	879,240	1,753,240	1,791,064	14,710,724	14,710,724	14,710,724	14,710,724
9 90	1,177,681	0	0	3,011,697	3,192,787	20,599,130	20,599,130	20,599,130	20,599,130
14 95	1,177,681	0	0	0	0	26,487,535	26,487,535	26,487,535	26,487,535

Coverage lapses in year: 20 20 20 20 20 20 20 20

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date

1-29-07

Date

x Jane E. Armstrong

Signature of proposed insured(s)

x J. Mike Holder

Signature of applicant/owner (if other than the proposed insured)

J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

Date

x John Ridings Lee

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL
Page 5 of 11

CAI 981

February 1, 2007 11:45am

v2006.4.1

EXHIBIT 5
52

Feb 12 07 02:43p

MCG Dallas

214 528 4999

P: 4

B45- Page 5

FRAUD NOTICE

Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, as determined by a court of competent jurisdiction.

Colorado - It is unlawful to knowingly provide false, incomplete, misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company, or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Services.

New Mexico, Oklahoma - Any person who knowingly and with intent to defraud any insurance company or other person and who files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below, and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION/DECLARATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its insurers, or any other party acting on the Company's behalf. I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request. I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., Information. If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

DECLARATION FOR SVUL ONLY

I/We declare there is a current need for life insurance. I/We understand that variable universal life is a life insurance policy. I/We understand that the cash value and Death Benefit proceeds of a variable universal life policy may increase or decrease based upon the investment experience of the sub-accounts, and that a decrease in cash value may cause a lapse in the policy and loss of life insurance coverage except as provided by any lapse protection provisions of my/our policy. I/We have been informed of the risks involved in this life insurance policy and I/we believe the SVUL product is suitable given my/our overall objective towards investing and time horizon. I/We acknowledge receipt of the current Product Prospectus and Funds Prospectus(es).

Dated at (City and State)

(X) E. Lee Becker
Signature of Proposed Insured A E. Lee Becker

Amber May
Witness

1-12-07
Date

Signature of Proposed Insured B
(X) J. Mike Holder
Signature of Applicant/Trustee/Trustee/Trustee Officer's
Title (if policy is issued by a Corporation)
J. Mike Holder, President

Keene's Craft
Witness

2-12-07
Date

Signature of Field Investment Reviewer
(complete for SVUL only)

Witness

Date

B45

CONFIDENTIAL

CAI 1163

EXHIBIT 5
53

02/12/2007 15:05 FAX 405 744 4885

OK STATE GOLF

002

Feb 12 07 02:43p

MCG Dallas

214 528 4999

p. 3

LINCOLN UL^{PR-7}

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared by: John Holdings Lee
3836 Oak Lawn
Ste 1450
Dallas, TX 75219
Tel. 214.522.7160

Insured: E. Lee Bacher
Age: 83
Sex: Male
Class: Standard

Initial Death Benefit: \$10,000,000
Initial Death Benefit Opt: Increase/Premium
Payment Mode: Annual
Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL^{PR-7} illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 87	2,392,024	1,396,277	4,463,344	6,715,562	6,868,644	21,460,119	21,460,119	21,460,119	21,460,119
10 92	2,392,024	0	0	7,859,188	8,575,962	32,920,238	32,920,238	32,920,238	32,920,238
15 97	2,392,024	0	0	0	0	46,380,357	44,380,357	44,380,357	44,380,357
20 102	0	0*	0*	0*	0*	0*	0*	0*	0*
30 112	0	0*	0*	0*	0*	0*	0*	0*	0*
3 85	2,392,024	2,166,269	3,276,316	4,183,878	4,242,258	16,876,071	16,876,071	16,876,071	16,876,071
8 90	2,392,024	0	3,559,717	8,748,509	9,163,891	28,336,190	28,336,190	28,336,190	28,336,190
13 95	2,392,024	0	0	0	12	39,796,309	39,796,309	39,796,309	39,796,309

Coverage lapses in year: 20 20 20 20 20 20 20 20

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If "0" appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

2-12-07

x E. Lee Bacher

2-12-07

Signature of proposed insured(s)

Date

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

2-12-07

Signature of licensed agent/representative

Date

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

LLA0510-0566

February 1, 2007 11:10am

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v2006.3.1

CONFIDENTIAL

CAI 1171

EXHIBIT 5
54

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$ _____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/WE will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Stillwater, OK

Date of Birth (Copy and State)
Signature of Proposed Insured A: Richard D. Boger
Witness: Jennifer Cowger

11/2/06
Date

Signature of Proposed Insured B:
Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation):
J. Mike Holder, President

Witness:
Witness: Craig A. Cramer

Date:
Date: 1-29-07

35 OK

10/04

CONFIDENTIAL

CAI 1352



LINCOLN ULLPR-7
A LIFE INSURANCE ILLUSTRATION
Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
 3838 Oak Lawn
 Ste 1450
 Dallas, TX 75219
 Tel: 214.522.7460

Insured: Richard Bogert
 Age: 73
 Sex: Male
 Class: Preferred

Initial Death Benefit: \$10,000,000
 Initial Death Benefit Opt.: Increase/Premium
 Payment Mode: Annual
 Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 77	588,286	0	144,212	990,692	1,017,875	12,941,431	12,941,431	12,941,431	12,941,431
10 82	588,286	0	0	2,615,407	2,728,059	15,882,862	15,882,862	15,882,862	15,882,862
15 87	588,286	0	0	2,174,336	2,472,217	18,824,293	18,824,293	18,824,293	18,824,293
20 92	0	0	0	0	0	18,824,293	18,824,293	18,824,293	18,824,293
30 102	0	0	0	0	0	18,824,293	18,824,293	18,824,293	18,824,293
3 75	588,286	0	7,106	362,452	373,402	11,764,859	11,764,859	11,764,859	11,764,859
8 80	588,286	0	0	1,992,798	2,062,156	14,706,290	14,706,290	14,706,290	14,706,290
13 85	588,286	0	0	2,768,066	2,977,827	17,647,721	17,647,721	17,647,721	17,647,721

Coverage lapses in year: 32 32 32 32 32 32 32 32

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date

1-29-07

Date

x Richard Bogert

Signature of proposed insured(s)

x J. Mike Holder

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

Date

x John Ridings Lee

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
 a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL
 Page 5 of 13

CAI 1359

January 25, 2007 10:20am

v2006.4.1

EXHIBIT 5
56

FRAUD NOTICE

B45-Page 5

Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for Insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, as determined by a court of competent jurisdiction.

Colorado - It is unlawful to knowingly provide false, incomplete, misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Services.

New Mexico, Oklahoma - Any person who knowingly and with intent to defraud any insurance company or other person and who files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any false materials thereto commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION/DECLARATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf. I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request. I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., Information. If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

DECLARATION FOR SVUL ONLY

I/We declare there is a current need for life insurance. I/We understand that variable universal life is a life insurance policy. I/We understand that the cash value and Death Benefit proceeds of a variable universal life policy may increase or decrease based upon the investment experience of the sub-accounts, and that a decrease in cash value may cause a lapse in the policy and loss of life insurance coverage except as provided by any lapse protection provisions of my/our policy. I/We have been informed of the risks involved in this life insurance policy and I/we believe the SVUL product is suitable given my/our overall objective towards investing and time horizon. I/We acknowledge receipt of the current Product Prospectus and Funds Prospectus(es).

12-13-06 Stillwater, OK
Dated at (City and State)

(X)

Signature of Proposed Insured A Andrew Cumins

Andrea C. Malherbe
Witness

Dec 13 2006
Date

Signature of Proposed Insured B

(X)

Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation.)
J. Mike Holder

Craig C. Malherbe
Witness

1-29-07
Date

Signature of Field Investment Reviewer
(complete for SVUL only)

Witness

Date

B45

CONFIDENTIAL

CAI 1574



LINCOLN UL^{LP} 7

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
3838 Oak Lawn
Ste 1450
Dallas, TX 75219
Tel: 214.522.7460

Insured: Andrew Cummins
Age: 74
Sex: Male
Class: Preferred Best

Initial Death Benefit: \$10,000,000
Initial Death Benefit Opt.: Increase/Premium
Payment Mode: Annual
Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL^{LP} 7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 78	530,538	0	0	701,364	723,626	12,652,791	12,652,791	12,652,791	12,652,791
10 83	530,558	0	0	1,862,000	1,952,711	15,305,581	15,305,581	15,305,581	15,305,581
15 88	530,558	0	0	939,146	1,165,481	17,958,372	17,958,372	17,958,372	17,958,372
20 93	0	0	0	0	0	17,958,372	17,958,372	17,958,372	17,958,372
30 103	0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
2 75	530,558	0	0	0	0	11,061,116	11,061,116	11,061,116	11,061,116
7 80	530,558	0	0	1,231,009	1,273,691	13,713,907	13,713,907	13,713,907	13,713,907
12 85	530,558	0	0	1,912,218	2,048,653	16,366,697	16,366,697	16,366,697	16,366,697

Coverage lapses in year: 29 29 29 29 29 29 29 29

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date

x Andrew Cummins

Signature of proposed insured(s)

1-29-07

Date

x J. Mike Holder

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

Date

x John Ridings Lee

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL

Page 5 of 13

CAI 1509

February 1, 2007 11:40am

v2006.4.1

EXHIBIT 5
58

Colorado -- It is unlawful to knowingly provide false, incomplete, misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Services.

New Mexico, Oklahoma – Any person who knowingly and with intent to defraud any insurance company or other person and who files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any false materials thereto commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION/DECLARATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/We authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf. I/We authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will give a copy of this authorization at my/our request. I/We understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., Information. If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

DECLARATION FOR SYULYUL ONLY

I/We declare there is a current need for life insurance. I/We understand that variable universal life is a life insurance policy. I/We understand that the cash value and Death Benefit proceeds of a variable universal life policy may increase or decrease based upon the investment experience of the sub-accounts, and that a decrease in cash value may cause a lapse in the policy and loss of life insurance coverage except as provided by any lapse protection provisions of my/our policy. I/We have been informed of the risks involved in this life insurance policy and I/we believe the S/VUL product is suitable given my/our overall objective towards investing and time horizon. I/We acknowledge receipt of the current Product Prospectus and Funds Prospectus(es).

Stillwater, OK

Dated at (City and State)

Signature of Proposed Insured A Donna L. Cummins

Witness Andrew L. Malherbe Date 12/13/06

Signature of Proposed Insured B

Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation.)
J. Mike Nolder, President

Witness C. P. [Signature] E. Monds Date 1-29-0
Witness _____ Date _____

Signature of Field Investment Reviewer
(complete for SAVUL only)

Witness _____ Date _____

B45

CONFIDENTIAL

CAI 1624

1/27/10 LINCOLN NAT CONTRACTS-CUMMINS, DONNA LN POLICY

EXHIBIT 5
59

Feb 01 07 11:39a MCG Dallas

214 528 4888

P.2



LINCOLN ULPR-7
A LIFE INSURANCE ILLUSTRATION
Flexible Premium Adjustable Life Policy

Prepared by: John Ridings, LCC
 3838 Oak Lawn
 Ste 1450
 Dallas, TX 75219
 Tel 214-528-7400

Insured: Donna Cummings
 Age: 68
 Sex: Female
 Class: Preferred Best

Initial Death Benefit: \$10,000,000
 Initial Death Benefit Opt: Increase/Premium Annual
 Payment Mode: None
 Riders:

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULPR-7 Illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 72	301,451	0	0	256,094	268,846	11,507,257	11,507,257	11,507,257	11,507,257
10 77	301,451	0	67,835	1,238,243	1,291,441	13,014,513	13,014,513	13,014,513	13,014,513
15 82	301,451	0	0	2,097,994	2,236,215	14,521,770	14,521,770	14,521,770	14,521,770
20 87	0	0	0	462,011	725,583	14,521,770	14,521,770	14,521,770	14,521,770
30 97	0	0	0	0	0	14,521,770	14,521,770	14,521,770	14,521,770
3 70	301,451	0	0	0	0	10,904,354	10,904,354	10,904,354	10,904,354
8 75	301,451	0	43,104	835,859	868,377	12,411,611	12,411,611	12,411,611	12,411,611
13 80	301,451	0	0	1,803,334	1,900,927	13,918,867	13,918,867	13,918,867	13,918,867

Coverage lapses in year: 38 38 38 38 38 38 38 38

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If "0" appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

2-1-07

Date
 2-1-07
 Date

x Donna L. Cummings

Signature of proposed insured(s)

x J. Mike Holder

Signature of applicant/owner (If other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

2-1-07

Date

x John Ridings, LCC

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
 a part of Lincoln National Corporation

LLA0510-0366

January 1, 2007 11:23am

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2006.4.1

CONFIDENTIAL

CAI 1522

EXHIBIT 5
 60

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Under penalties of perjury, I/We certify that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

I/We have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/We agree: (1) that this Application shall form a part of any Policy issued, and that no Agent/Representative of the Company shall have the authority to make a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements; I/We further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued) insurance will take effect under the Policy only when: (1) the Policy has been delivered to and accepted by me/us; (2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and (3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions (1) and (2) are met.

I/We have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I/We fully understand and accept its terms.

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/We authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its insurers, or any other party acting on the Company's behalf.

I/We authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

I/We understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/We ACKNOWLEDGE receipt of the Important Notices containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

SHAWNEE, OK

(Print Name, City and State)

Signature of Proposed Insured A Richard Daniel

Witness

Date

Signature of Proposed Insured B

Witness

Date

Signature of Applicant Owner/Insurer (Provide Office's Title if policy is owned by a Corporation)

Witness

Date

J. Mike Holder, President

RR OK.

CONFIDENTIAL

CAI 1943

EXHIBIT 5
61



LINCOLN ULPR-7
A LIFE INSURANCE ILLUSTRATION
Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
 3838 Oak Lawn
 Ste 1450
 Dallas, TX 75219
 Tel: 214.522.7460

Insured: Richard Danel
 Age: 73
 Sex: Male
 Class: Standard

Initial Death Benefit: \$10,000,000
 Initial Death Benefit Opt.: Increase/Premium
 Payment Mode: Annual
 Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 77	889,755	0	1,024,990	1,744,515	1,787,102	14,448,776	14,448,776	14,448,776	14,448,776
10 82	889,755	0	1,235,118	4,080,893	4,259,277	18,897,553	18,897,553	18,897,553	18,897,553
15 87	889,755	0	0	3,243,395	3,737,803	23,346,329	23,346,329	23,346,329	23,346,329
20 92	0	0	0	0	0	23,346,329	23,346,329	23,346,329	23,346,329
30 102	0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
3 75	889,755	91,247	515,230	815,624	832,711	12,669,266	12,669,266	12,669,266	12,669,266
8 80	889,755	0	1,452,511	3,197,329	3,306,503	17,118,042	17,118,042	17,118,042	17,118,042
13 85	889,755	0	0	4,203,900	4,544,451	21,566,818	21,566,818	21,566,818	21,566,818

Coverage lapses in year: 27 27 27 27 27 27 27 27

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07 x Richard Danel
 Date Signature of proposed insured(s)
 1-29-07 x J. Mike Holder
 Date Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07 x John Ridings Lee
 Date Signature of licensed agent/representative
 THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
 a part of Lincoln National Corporation

LLA0510-0566

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION
Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

GENERAL NOTES
I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

THE PURPOSE OF THIS AUTHORIZATION
The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Stillwater, OK
Dated at (City and State)
Signature of Proposed Insured A Janelle Eichor Witness Amber Huey Date 11-17-06
Signature of Proposed Insured B J. Mike Holder Witness C. C. Holder Date 1-29-07
Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation)
J. Mike Holder, President

35 OK

10/04
CONFIDENTIAL

CAI 2297

EXHIBIT 5
63



LINCOLN ULLPR-7
A LIFE INSURANCE ILLUSTRATION
Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
 3838 Oak Lawn
 Ste 1450
 Dallas, TX 75219
 Tel: 214.522.7460

Insured: Janelle Eichor
 Age: 74
 Sex: Female
 Class: Standard Best

Initial Death Benefit: \$10,000,000
 Initial Death Benefit Opt.: Increase/Premium
 Payment Mode: Annual
 Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL^{PR}-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year / Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 78	464,740	0	0	416,369	433,948	12,323,700	12,323,700	12,323,700	12,323,700
10 83	464,740	0	0	1,199,004	1,266,354	14,647,399	14,647,399	14,647,399	14,647,399
15 88	464,740	0	0	764,743	925,056	16,971,099	16,971,099	16,971,099	16,971,099
20 93	0	0	0	0	0	16,971,099	16,971,099	16,971,099	16,971,099
30 103	0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
2 75	464,740	0	0	0	0	10,929,480	10,929,480	10,929,480	10,929,480
7 80	464,740	0	0	775,951	808,962	13,253,180	13,253,180	13,253,180	13,253,180
12 85	464,740	0	0	1,330,326	1,428,988	15,576,879	15,576,879	15,576,879	15,576,879

Coverage lapses in year: 25 25 25 25 25 25 25 25

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date

1-29-07

Date

Signature of proposed insured(s)

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
 a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL
 Page 5 of 11

CAI 2304

January 25, 2007 10:30am

v2006.4.1

EXHIBIT 5
64

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/WE will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notices containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Stillwater, Oklahoma
 Dated: (City and State)
 Signature of Proposed Insured A Janet Evans
 Signature of Proposed Insured B
 Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation.) J. Mike Holder, President
 Witness
 Witness
 Date
 Date
 Date

35 OK

10/04

CONFIDENTIAL

CAI 2352

02/12/2007 08:30 FAX 405 744 4965

OK STATE GOLF

0004

Feb 09 07 09:07p

MCG Dallas

214 528 4998

P. 4


Lincoln
Financial Group
LINCOLN ULPR-7**A LIFE INSURANCE ILLUSTRATION***Flexible Premium Adjustable Life Policy*
 Prepared by: John Ridings, Loe
 3818 Oak Lawn
 Ste 1450
 Dallas, TX 75219
 Tel: 214.522.7460

 Insured: Janet Evans
 Age: 79
 Sex: Female
 Class: Standard

 Initial Death Benefit: \$10,000,000
 Initial Death Benefit Opt.: Increased Premium
 Payment Mode: Annual
 Riders: None
Section B: Summary of Values**The Values**

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 83	686,022	0	0	745,000	772,009	13,430,111	13,430,111	13,430,111	13,430,111
10 88	686,022	0	0	854,707	949,960	16,860,222	16,860,222	16,860,222	16,860,222
15 93	686,022	0	0	0	0	20,290,333	20,290,333	20,290,333	20,290,333
20 98	0	0	0	0	0	20,290,333	20,290,333	20,290,333	20,290,333
30 108	0	0*	0*	0*	0*	0*	0*	0*	0*
2 80	686,022	0	0	52,484	58,562	11,372,044	11,372,044	11,372,044	11,372,044
7 85	686,022	0	0	1,019,088	1,068,450	14,802,155	14,802,155	14,802,155	14,802,155
12 90	686,022	0	0	0	43	18,232,266	18,232,266	18,232,266	18,232,266

Coverage lapses in year: 21 21 21 21 21 21 21 21

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If "0" appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

2-8-07

Date

X Janet Evans

Signature of proposed insured(s)

2-8-07

Date

X J. Mike Holder

Signature of applicant/owner (if other than the proposed insured)

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

2-8-07

Date

X John Ridings, Loe

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

LLA0510-0566

Form 8, 2007 P-5200

Page 5 of 11

CONFIDENTIAL**CAI 2359**
EXHIBIT 5
66

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc. information.

Stillwater, OK

Date and City and State

Signature of Proposed Insured A Martin Glass Jr. Witness

17-14-06
Date

Signature of Proposed Insured B

Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation)

J. Mike Holder, President

Witness

Witness

1-29-07
Date

35 OK

10/04

CONFIDENTIAL

CAI 2609

02/01/2007 12:31 FAX 405 744 4885

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001

Feb 01 07 12:25p

MCG Dallas

214 528 4999

p.2



LINCOLN ULPR-7
A LIFE INSURANCE ILLUSTRATION
 Flexible Premium Adjustable Life Policy

Prepared by: John Redding, Inc.
 3838 Oak Lawn
 Ste 1450
 Dallas, TX 75219
 Tel: 214-522-7460

Insured: Martin Guss
 Age: 73
 Sex: Male
 Class: Standard Best

Initial Death Benefit: \$10,000,000
 Initial Death Benefit Opt. Increase/Premium Annual
 Payment Mode: None
 Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium-outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 77	743,638	0	475,772	1,300,820	1,334,329	13,718,191	13,718,191	13,718,191	13,718,191
10 82	743,638	0	153,226	3,321,629	3,462,497	17,436,382	17,436,382	17,436,382	17,436,382
15 87	743,638	0	0	2,737,230	3,122,707	21,154,573	21,154,573	21,154,573	21,154,573
20 92	0	0	0	0	0	21,154,573	21,154,573	21,154,573	21,154,573
25 102	0	0*	0*	0*	0*	0*	0*	0*	0*
3 75	743,638	0	188,170	333,453	346,934	12,230,915	12,230,915	12,230,915	12,230,915
8 80	743,638	0	574,016	2,541,855	2,627,961	15,949,105	15,949,105	15,949,105	15,949,105
13 85	743,638	0	0	3,503,030	3,770,429	19,667,296	19,667,296	19,667,296	19,667,296

Coverage lapses in year:

28 28 28 28 28 28 28 28

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If "0*" appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

2-1-07

Date

2-1-07

Date

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

2-1-07

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
 a part of Lincoln National Corporation

LLA0510-0566

Printed: 1. 2007 11:42am

Page 5 of 13

v2006.4.1

CONFIDENTIAL

CAI 2616

EXHIBIT 5
 68

FRAUD NOTICE

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

CERTIFICATION

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☒ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Stillwater, OK
 Date and State
 Signature of Proposed Insured A Connie Mashburn Witness Amber Wray Date 11-15-06
 Connie Mashburn mashburn cm
 Signature of Proposed Insured B _____ Witness _____ Date _____
 Signature of Applicant/Owner/Financier (Provide Officer's Title if policy is owned by a Corporation.) J. Mike Holder, President Witness Craig Clements Date 1-29-07

SH QK

CONFIDENTIAL 10/04

CAI 3043



LINCOLN ULPR-7

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
3838 Oak Lawn
Ste 1450
Dallas, TX 75219
Tel: 214.522.7460

Insured: Connie Mashburn
Age: 68
Sex: Female
Class: Standard Best

Initial Death Benefit: \$10,000,000
Initial Death Benefit Opt.: Increase/Premium
Payment Mode: Annual
Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 72	398,562	0	216,852	560,860	578,920	11,992,809	11,992,809	11,992,809	11,992,809
10 77	398,562	0	796,786	1,881,124	1,957,260	13,985,618	13,985,618	13,985,618	13,985,618
15 82	398,562	0	543,772	2,959,404	3,159,052	15,978,427	15,978,427	15,978,427	15,978,427
20 87	0	0	0	598,036	989,888	15,978,427	15,978,427	15,978,427	15,978,427
30 97	0	0	0	0	0	15,978,427	15,978,427	15,978,427	15,978,427
3 70	398,562	0	0	98,239	105,361	11,195,685	11,195,685	11,195,685	11,195,685
8 75	398,562	0	606,304	1,346,836	1,393,557	13,188,494	13,188,494	13,188,494	13,188,494
13 80	398,562	0	839,998	2,607,010	2,747,253	15,181,303	15,181,303	15,181,303	15,181,303

Coverage lapses in year: 37 37 37 37 37 37 37 37

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

2-14-07

X

Connie Mashburn

2-14-07

X

Signature of proposed insured(s)

John Ridings Lee

Date

Signature of applicant/owner (if other than the proposed insured)

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisers regarding the tax effects of the illustrated policy.

2-14-07

X

John Ridings Lee

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL

CAI 3051

WARNING NOTICE

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$ _____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Shilwater, OH
 Signature of Proposed Insured A Marilynn A. McAfee
 Marilyn A. McAfee

Witness Amber Way

Date 11-16-06

Signature of Proposed Insured B J. Mike Holder
 Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation)
 J. Mike Holder, President

Witness Gray McInnis

Date 1-29-07

35 OK

10/04

CONFIDENTIAL

CAI 3274

EXHIBIT 5

71

01/29/2007 15:28 FAX 405 744 4885

OK STATE GOLF

0004

Jan 29 07 09:47p

MCG Dallas

214 528 4395

P.5

Lincoln
Financial Group

LINCOLN UL-PR-7
A LIFE INSURANCE ILLUSTRATION
Flexible Premium Adjustable Life Policy

Presented by: John Ridings Lee
1838 Oak Lawn
Ste 1430
Dallas, TX 75219
Tel: 214.522.7460

Insured: Marilyn McAfee
Age: 69
Sex: Female
Class: Preferred Best

Initial Death Benefit: \$10,000,000
Initial Death Benefit Opt.: Increase/Premium
Payment Mode: Annual
Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL-PR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 73	307,152	0	0	219,346	231,693	11,335,758	11,335,758	11,335,758	11,335,758
10 74	307,152	0	0	1,138,656	1,189,516	13,071,516	13,071,516	13,071,516	13,071,516
15 75	307,152	0	0	1,865,324	1,999,072	14,607,274	14,607,274	14,607,274	14,607,274
20 76	0	0	0	0	11	14,607,274	14,607,274	14,607,274	14,607,274
25 77	0	0	0	0	0	14,607,274	14,607,274	14,607,274	14,607,274
2 70	307,152	0	0	0	0	10,614,303	10,614,303	10,614,303	10,614,303
7 75	307,152	0	0	572,835	596,639	12,150,061	12,150,061	12,150,061	12,150,061
12 80	307,152	0	0	1,499,373	1,566,348	13,685,819	13,685,819	13,685,819	13,685,819

Coverage lapses in year: 33 33 33 33 33 33 33 33

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If "0" appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date

1-29-07

Date

Signature of proposed insured (s)

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

LLA0510-0566

my 29, 2007 11:21am

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v2006-4.1

CONFIDENTIAL

CAI 3201

EXHIBIT 5
72

FRANK NOTICE

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

CERTIFICATIONS

I/we have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/we agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/we further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/we have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/we authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/we authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/we will be given a copy of this authorization at my/our request.

I/we understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/we ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

SHI/WHITE, OK

Signed at (City and State)

Signature of Proposed Insured A
Ronald O. McAfee

Witness
J. Mike Holder

Date
11-16-06

Signature of Proposed Insured B

Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation.)
J. Mike Holder, President

Witness
Craig C. Holder

Date
1-29-07

35 OK

10/04

CONFIDENTIAL

CAI 3303

EXHIBIT 5
73

01/29/2007 15:25 FAX 405 744 4985
Jan 29 07 03:46p MCE Dallas

OK STATE GOLF

214 528 4999

002
P.3**Lincoln**
Financial Group**LINCOLN ULTRA 7**
A LIFE INSURANCE ILLUSTRATION
*Flexible Premium Adjustable Life Policy*Prepared by: John Rutledge Lee
3638 Oak Lawn
Ste 1450
Dallas, TX 75219
Tel: 214.522.7460Insured: Ronald McAfee
Age: 71
Sex: Male
Class: Preferred BestInitial Death Benefit: \$10,000,000
Initial Death Benefit Opt.: Increase/Premium Annual
Payment Mode: None
Riders:**Section B: Summary of Values****The Values**

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULTRA 7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 75	461,317	0	0	\$80,000	\$99,464	12,306,587	12,306,587	12,306,587	12,306,587
10 80	461,317	0	0	1,915,551	1,995,981	14,613,174	14,613,174	14,613,174	14,613,174
15 85	461,317	0	0	2,341,538	2,555,257	16,919,762	16,919,762	16,919,762	16,919,762
20 90	0	0	0	0	0	16,919,762	16,919,762	16,919,762	16,919,762
25 100	0	0*	0*	0*	0*	16,919,762	16,919,762	16,919,762	16,919,762
5 75	461,317	0	0	\$80,000	\$99,464	12,306,587	12,306,587	12,306,587	12,306,587
10 80	461,317	0	0	1,915,551	1,995,981	14,613,174	14,613,174	14,613,174	14,613,174
15 85	461,317	0	0	2,341,538	2,555,257	16,919,762	16,919,762	16,919,762	16,919,762

Coverage lapses in year: 30 30 30 30 30 30 30 30

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If "0" appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date

1-29-07

Date

x Ronald McAfee

Signature of proposed insured(s)

x J. Mike Holder

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

Date

John Rutledge Lee

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

LLA0510-0566

01/29/2007 11:22am

Page 5 of 13

0000.4.1

CONFIDENTIAL

CAI 3212

EXHIBIT 5
74

FALSE NOTICE

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

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I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

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I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Stillwater, OK.

(Printed as (City and State))

Anna McCormick
Signature of Proposed Insured A
Anna McCormick

Witness

Shirley Wray

11-15-06

Date

Signature of Proposed Insured B

J. Mike Roeder
Signature of Applicant/Owner/Trustee (Provide
Officer's Title if policy is owned by a Corporation.)
J. Mike Roeder, President

Witness

Ray D. Cisneros

Date

1-29-07

Date

35 OK

10/04
CONFIDENTIAL

CAI 3626

EXHIBIT 5

75

**LINCOLN ULLPR-7****A LIFE INSURANCE ILLUSTRATION***Flexible Premium Adjustable Life Policy*

Prepared by: John Kidding Lee
3838 Oak Lawn
Ste 1450
Dallas, TX 75219
Tel: 214.522.7460

Insured: Anna McCormick
Age: 71
Sex: Female
Class: Standard Best

Initial Death Benefit: \$10,000,000
Initial Death Benefit Opt.: Increase/Premium
Payment Mode: Annual
Riders: None

Section B: Summary of Values**The Values**

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 75	467,620	0	205,277	648,071	668,691	12,338,098	12,338,098	12,338,098	12,338,098
10 80	467,620	0	517,292	1,948,897	2,032,983	14,676,196	14,676,196	14,676,196	14,676,196
15 85	467,620	0	0	2,727,290	2,945,160	17,014,293	17,014,293	17,014,293	17,014,293
20 90	0	0	0	0	0	17,014,293	17,014,293	17,014,293	17,014,293
30 100	0	0	0	0	0	17,014,293	17,014,293	17,014,293	17,014,293
5 75	467,620	0	205,277	648,071	668,691	12,338,098	12,338,098	12,338,098	12,338,098
10 80	467,620	0	517,292	1,948,897	2,032,983	14,676,196	14,676,196	14,676,196	14,676,196
15 85	467,620	0	0	2,727,290	2,945,160	17,014,293	17,014,293	17,014,293	17,014,293

Coverage lapses in 34 34 34 34 34 34 34 34 34

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If "0*" appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

x Anna McCormick

Date

1-29-07

Signature of proposed insured(s)

Date

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

x John Kidding Lee

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

(1/25/07) LINS-STATEMENTS-ANYA001

a part of Lincoln National Corporation

LLA0510-0566

January 25, 2007 12:05pm

Page 5 of 13

v2006.4.1

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/WE will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Stillwater OK
 Date (City and State)

Signature of Proposed Insured A Jon Patton

Witness Amber May

Date 11-13-06

Signature of Proposed Insured B

Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation.)
 J. Mike Holder, President

Witness

Witness CRAIG CROFT

Date 1-29-07

35 OK

10/04

CONFIDENTIAL

CAI 4090

EXHIBIT 5

77

**LINCOLN UL^{LPR}-7****A LIFE INSURANCE ILLUSTRATION***Flexible Premium Adjustable Life Policy*

Prepared by: John Ridings Lee
 3838 Oak Lawn
 Ste 1450
 Dallas, TX 75219
 Tel: 214.522.7460

Insured: Jon Patton
 Age: 72
 Sex: Male
 Class: Preferred

Initial Death Benefit: \$10,000,000
 Initial Death Benefit Opt.: Increase/Premium
 Payment Mode: Annual
 Riders: None

Section B: Summary of Values**The Values**

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL^{LPR}-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year / Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 76	516,402	0	0	742,771	765,539	12,582,010	12,582,010	12,582,010	12,582,010
10 81	516,402	0	0	2,127,361	2,220,413	15,164,020	15,164,020	15,164,020	15,164,020
15 86	516,402	0	0	1,910,261	2,153,778	17,746,030	17,746,030	17,746,030	17,746,030
20 91	0	0	0	0	0	17,746,030	17,746,030	17,746,030	17,746,030
30 101	0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
4 75	516,402	0	0	475,584	490,759	12,065,608	12,065,608	12,065,608	12,065,608
9 80	516,402	0	0	1,857,277	1,931,195	14,647,618	14,647,618	14,647,618	14,647,618
14 85	516,402	0	0	2,220,351	2,426,367	17,229,628	17,229,628	17,229,628	17,229,628

Coverage lapses in year: 28 28 28 28 28 28 28 28

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date
1-29-07

Date

x

Signature of proposed insured(s)

x

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

Date

x

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
 a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL
 Page 5 of 13

CAI 4036

January 25, 2007 10:58am

v3006.4.1

EXHIBIT 5
 78

FRAUD NOTICE

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. B35 OK

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or Agreement if advance payment has been made or acknowledged below and such Agreement issued, insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/WE will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Stillwater, OK
 at (City and State)

Nancy L. Patton
 Signature of Proposed Insured A Nancy L. Patton

Amber Wray
 Witness

12-11-06
 Date

Signature of Proposed Insured B

J. Mike Holder
 Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation.)
 J. Mike Holder, President

Witness

Craig A. Cernols
 Witness

1-29-07
 Date

35 OK

10/04

CONFIDENTIAL

CAI 4148

EXHIBIT 5
79



LINCOLN UL^{PR}-7
A LIFE INSURANCE ILLUSTRATION
Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
 3838 Oak Lawn
 Ste 1450
 Dallas, TX 75219
 Tel: 214.522.7460

Insured: Nancy Patton
 Age: 72
 Sex: Female
 Class: Standard

Initial Death Benefit: \$10,000,000
 Initial Death Benefit Opt.: Increase/Premium
 Payment Mode: Annual
 Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL^{PR}-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 76	530,959	0	238,751	667,943	689,842	12,654,797	12,654,797	12,654,797	12,654,797
10 81	530,959	0	531,219	1,936,021	2,024,419	15,309,594	15,309,594	15,309,594	15,309,594
15 86	530,959	0	0	2,480,272	2,709,271	17,964,391	17,964,391	17,964,391	17,964,391
20 91	0	0	0	0	0	17,964,391	17,964,391	17,964,391	17,964,391
30 101	0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
4 75	530,959	0	115,044	416,061	430,705	12,123,838	12,123,838	12,123,838	12,123,838
9 80	530,959	0	547,363	1,691,846	1,762,266	14,778,634	14,778,634	14,778,634	14,778,634
14 85	530,959	0	0	2,556,717	2,749,893	17,433,431	17,433,431	17,433,431	17,433,431

Coverage lapses in year: 30 30 30 30 30 30 30 30 30

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

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1-29-07

Date

1-29-07

Date

x. Nancy L. Patton

Signature of proposed insured(s)

J. Mike Holder

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

Date

x. John Ridings Lee

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
 a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL
 Page 5 of 13

CAI 4096

January 23, 2007 11:00am

v2006.4.1

EXHIBIT 5
 80

PRIVACY NOTICE

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

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I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Stillwater, OK.
 Signed at (City and State)
 Signature of Proposed Insured A Carol Ann Powell Witness [Signature] Date 11-13-06

Signature of Proposed Insured B [Signature] Witness CRAY [Signature] Date 1-24-07
 Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation.)
J. Mike Holder, President

35 OK

10/04

CONFIDENTIAL

CAI 4334



LINCOLN ULLPR-7

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
1450 Turtlecreek
Village II
3838 Oak Lawn
Dallas, TX 75219
Tel: 214.522.7460
Fax: 214.528.4999

Insured: Carol Ann Powell
Age: 67
Sex: Female
Class: Preferred

Initial Death Benefit: \$10,000,000
Initial Death Benefit Opt.: Increase/Premium
Payment Mode: Annual
Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 71	293,987	0	0	247,496	259,879	11,469,934	11,469,934	11,469,934	11,469,934
10 76	293,987	0	207,345	1,237,209	1,289,761	12,939,868	12,939,868	12,939,868	12,939,868
15 81	293,987	0	0	2,072,723	2,209,934	14,409,801	14,409,801	14,409,801	14,409,801
20 86	0	0	0	437,816	696,690	14,409,801	14,409,801	14,409,801	14,409,801
30 96	0	0	0	0	0	14,409,801	14,409,801	14,409,801	14,409,801
4 70	293,987	0	0	75,736	83,902	11,175,947	11,175,947	11,175,947	11,175,947
9 75	293,987	0	180,668	1,040,105	1,081,637	12,645,881	12,645,881	12,645,881	12,645,881
14 80	293,987	0	0	1,947,650	2,063,527	14,115,815	14,115,815	14,115,815	14,115,815

Coverage lapses in year: 32 32 32 32 32 32 32 32

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If "0" appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

3-5-07

Date

3-5-07

Date

x Carol Ann Powell

Signature of proposed insured

Signature of applicant/owner (if other than the proposed insured)

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

3-5-07

Date

John Ridings Lee

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL

CAI 4340

FRAUD NOTICE

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/WE will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

SHILLWARR, OK

Signed at (City and State)			
(X) <u>G. Scott Russell</u>	Witness <u>Walter May</u>		Date <u>11-13-06</u>
Signature of Proposed Insured A			
G. Scott Russell			
(X) <u>J. Mike Holder</u>	Witness <u>Craig C. Henders</u>		Date <u>1-29-07</u>
Signature of Applicant/Owner/Trustee (Provides Officer's Title if policy is owned by a Corporation.)			
J. Mike Holder, President			

35 OK

CONFIDENTIAL

CAI 4529



LINCOLN ULPR-7

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
3838 Oak Lawn
Ste 1450
Dallas, TX 75219
Tel: 214.522.7460

Insured: C. Scott Russell
Age: 70
Sex: Male
Class: Standard Best

Initial Death Benefit: \$10,000,000
Initial Death Benefit Opt.: Increase/Premium
Payment Mode: Annual
Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 74	624,063	0	478,812	1,072,187	1,100,754	13,120,316	13,120,316	13,120,316	13,120,316
10 79	624,063	0	896,737	3,007,725	3,127,744	16,240,632	16,240,632	16,240,632	16,240,632
15 84	624,063	0	0	4,082,041	4,411,589	19,360,947	19,360,947	19,360,947	19,360,947
20 89	0	0	0	0	0	19,360,947	19,360,947	19,360,947	19,360,947
30 99	0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
1 70	624,063	0	0	0	0	10,624,063	10,624,063	10,624,063	10,624,063
6 75	624,063	0	626,855	1,432,061	1,472,689	13,744,379	13,744,379	13,744,379	13,744,379
11 80	624,063	0	805,066	3,415,704	3,565,245	16,864,695	16,864,695	16,864,695	16,864,695

Coverage lapses in year: 29 29 29 29 29 29 29 29

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date

(X) C. Scott Russell

Signature of proposed insured(s)

1-29-07

Date

J. Mike Holder

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

Date

X John Ridings Lee

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL
Page 3 of 13

CAI 4536

January 25, 2007 11:07am

v2006.4.1

EXHIBIT 5
84

FRAUD NOTICE

B45-Page 3

Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for Insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, as determined by a court of competent jurisdiction.

Colorado - It is unlawful to knowingly provide false, incomplete, misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Services.

New Mexico, Oklahoma - Any person who knowingly and with intent to defraud any Insurance company or other person and who files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any false materials thereto commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION/DECLARATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf. I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request. I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., Information. If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

DECLARATION FOR SVUL/VUL ONLY

I/WE declare there is a current need for life insurance. I/We understand that variable universal life is a life insurance policy. I/WE understand that the cash value and Death Benefit proceeds of a variable universal life policy may increase or decrease based upon the investment experience of the sub-accounts, and that a decrease in cash value may cause a lapse in the policy and loss of life insurance coverage except as provided by any lapse protection provisions of my/our policy. I/We have been informed of the risks involved in this life insurance policy and I/we believe the SVUL product is suitable given my/our overall objective towards investing and time horizon. I/We acknowledge receipt of the current Product Prospectus and Funds Prospectus(es).

Stillwater, OK

Dated at (City and State)

Signature of Proposed Insured A Roy A. Scott

Witness

Date

Signature of Proposed Insured B

Witness

Date

Signature of Applicant/Owner/Trustee (Provide Officer's

Witness

Date

Title (if policy is owned by a Corporation.)

J. Mike Holder, President

Signature of Field Investment Reviewer

Witness

Date

(complete for SVUL only)

B45

CONFIDENTIAL

CAI 4738

EXHIBIT 5

85



LINCOLN ULLPR-7
A LIFE INSURANCE ILLUSTRATION
Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
 3838 Oak Lawn
 Ste 1450
 Dallas, TX 75219
 Tel: 214.522.7460

Insured: Roy Scott
 Age: 69
 Sex: Male
 Class: Standard

Initial Death Benefit: \$10,000,000
 Initial Death Benefit Opt.: Increase/Premium
 Payment Mode: Annual
 Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 73	701,966	88,233	896,383	1,362,663	1,396,831	13,509,832	13,509,832	13,509,832	13,509,832
10 78	701,966	0	1,919,669	3,559,813	3,702,597	17,019,663	17,019,663	17,019,663	17,019,663
15 83	701,966	0	639,322	5,138,863	5,528,974	20,529,495	20,529,495	20,529,495	20,529,495
20 88	0	0	0	0	125	20,529,495	20,529,495	20,529,495	20,529,495
30 98	0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
2 70	701,966	0	116,738	215,017	222,027	11,403,933	11,403,933	11,403,933	11,403,933
7 75	701,966	0	1,378,556	2,199,733	2,266,021	14,913,764	14,913,764	14,913,764	14,913,764
12 80	701,966	0	1,959,745	4,458,641	4,677,629	18,423,596	18,423,596	18,423,596	18,423,596

Coverage lapses in year: 30 30 30 30 30 30 30 30

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date

1-29-07

Date

Signature of proposed insured(s)

Signature of applicant/owner (if other than the proposed insured) J. Mike Rolder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-19-07

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
 a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL
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CAI 4686

January 25, 2007 11:13am

v2006.4.1

EXHIBIT 5
86

FRAUD NOTICE

B45- Page 5

Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for Insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, as determined by a court of competent jurisdiction.

Colorado - It is unlawful to knowingly provide false, incomplete, misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Services.

New Mexico, Oklahoma - Any person who knowingly and with intent to defraud any insurance company or other person and who files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any false materials thereto commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below) and such Agreement issued, insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION/DECLARATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf. I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom we may apply for coverage. **SLS**

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/WE will be given a copy of this authorization at my/our request. I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., Information. If an investigative consumer report is obtained, I/we ☒ DO ☐ DO NOT request to be interviewed.

DECLARATION FOR SVUL ONLY

I/WE declare there is a current need for life insurance. I/WE understand that variable universal life is a life insurance policy. I/WE understand that the cash value and Death Benefit proceeds of a variable universal life policy may increase or decrease based upon the investment experience of the sub-accounts, and that a decrease in cash value may cause a lapse in the policy and loss of life insurance coverage except as provided by any lapse protection provisions of my/our policy. I/WE have been informed of the risks involved in this life insurance policy and I/we believe the SVUL product is suitable given my/our overall objective towards investing and time horizon. I/WE acknowledge receipt of the current Product Prospectus and Funds Prospectus(es).

Stillwater, Oklahoma

Dated at (City and State)

Signature of Proposed Insured A: Shannon H. Scott

Witness: Charles Longsta

Date: 1-11-07

Signature of Proposed Insured B:

Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation):
J. Mike Holder, President

Witness: Craig J. Guals

Date: 1-29-07

Signature of Field Investment Reviewer
(complete for SVUL only)

Witness

Date

B45

CONFIDENTIAL

CAI 4796



LINCOLN ULPR-7
A LIFE INSURANCE ILLUSTRATION
Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
 3838 Oak Lawn
 Ste 1450
 Dallas, TX 75219
 Tel: 214.522.7460

Insured: Sharon Scott
 Age: 68
 Sex: Female
 Class: Preferred

Initial Death Benefit: \$10,000,000
 Initial Death Benefit Opt.: Increase/Premium
 Payment Mode: Annual
 Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 72	329,118	0	38,489	392,559	407,646	11,645,588	11,645,588	11,645,588	11,645,588
10 77	329,118	0	371,523	1,498,735	1,561,552	13,291,175	13,291,175	13,291,175	13,291,175
15 82	329,118	0	0	2,410,658	2,573,284	14,936,763	14,936,763	14,936,763	14,936,763
20 87	0	0	0	508,148	819,594	14,936,763	14,936,763	14,936,763	14,936,763
30 97	0	0	0	0	0	14,936,763	14,936,763	14,936,763	14,936,763
3 70	329,118	0	0	4,288	10,330	10,987,353	10,987,353	10,987,353	10,987,353
8 75	329,118	0	285,787	1,051,126	1,089,829	12,632,940	12,632,940	12,632,940	12,632,940
13 80	329,118	0	251,020	2,109,206	2,224,125	14,278,528	14,278,528	14,278,528	14,278,528

Coverage lapses in year: 39 39 39 39 39 39 39 39

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date

1-29-07

Date

x Sharon Scott

Signature of proposed insured(s)

x J. Mike Holder

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

Date

x John Ridings Lee

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
 a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL
 Page 5 of 13

CAI 4744

January 25, 2007 11:20am

v2006.4.1

EXHIBIT 5
88

FRAUD NOTICE

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal Income tax for failure to report interest or dividends.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), Insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us, 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s), and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I/we fully understand and accept its terms.

AUTHORIZATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its insurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/WE will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Nov 17 2006 OM, CT, OK

☒ Signature of Proposed Insured: Dick Soergel Witness: [Signature] 11-17-06
 Signature of Proposed Insured: Dick Soergel Witness: [Signature] Date

☒ Signature of Agent/Owner/Executor (Provide Officer's Title if holder is owned by a Corporation): J. Mike Holder, President Witness: [Signature] 1-29-07
 Signature of Agent/Owner/Executor (Provide Officer's Title if holder is owned by a Corporation): J. Mike Holder, President Witness: [Signature] Date

350K

10/04

CONFIDENTIAL

CAI 5193



LINCOLN ULPR-7
A LIFE INSURANCE ILLUSTRATION
Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
 3838 Oak Lawn
 Ste 1450
 Dallas, TX 75219
 Tel: 214.522.7460

Insured: Dick Soergel
 Age: 69
 Sex: Male
 Class: Standard

Initial Death Benefit: \$10,000,000
 Initial Death Benefit Opt.: Increase/Premium
 Payment Mode: Annual
 Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 73	701,966	88,233	896,383	1,362,663	1,396,831	13,509,832	13,509,832	13,509,832	13,509,832
10 78	701,966	0	1,919,669	3,559,813	3,702,597	17,019,663	17,019,663	17,019,663	17,019,663
15 83	701,966	0	639,322	5,138,863	5,528,974	20,529,495	20,529,495	20,529,495	20,529,495
20 88	0	0	0	0	125	20,529,495	20,529,495	20,529,495	20,529,495
30 98	0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
2 70	701,966	0	116,738	215,017	222,027	11,403,933	11,403,933	11,403,933	11,403,933
7 75	701,966	0	1,378,556	2,199,733	2,266,021	14,913,764	14,913,764	14,913,764	14,913,764
12 80	701,966	0	1,959,745	4,458,641	4,677,629	18,423,596	18,423,596	18,423,596	18,423,596

Coverage lapses in year: 30 30 30 30 30 30 30 30 30

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07 x Dick Soergel
 Date Signature of proposed insured(s)
 1-29-07 x J. Mike Holder
 Date Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07 x John Ridings Lee
 Date Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
 a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL
 Page 5 of 13

CAI 5145

January 25, 2007 11:30am

v2006.4.1

EXHIBIT 5
90

FRAUD NOTICE

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. BIS OK

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.


Stillwater, OK

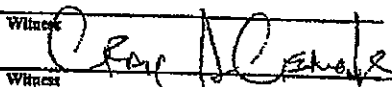
Printed at (City and State)


Signature of Proposed Insured A Gwen Soergel


Witness

11-17-06
Date


Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation.)
J. Mike Holder, President


Witness

1-29-07
Date

35 OK

CONFIDENTIAL

CAI 5252



LINCOLN ULPR-7
A LIFE INSURANCE ILLUSTRATION
Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
 3838 Oak Lawn
 Ste 1450
 Dallas, TX 75219
 Tel: 214.522.7460

Insured: Gwen Soergel
 Age: 67
 Sex: Female
 Class: Standard

Initial Death Benefit: \$10,000,000
 Initial Death Benefit Opt.: Increase/Premium
 Payment Mode: Annual
 Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 71	433,572	0	311,233	598,645	617,734	12,167,858	12,167,858	12,167,858	12,167,858
10 76	433,572	0	1,178,528	2,075,415	2,156,843	14,335,716	14,335,716	14,335,716	14,335,716
15 81	433,572	0	1,454,760	3,393,120	3,610,822	16,503,574	16,503,574	16,503,574	16,503,574
20 86	0	0	0	1,412,758	1,845,150	16,503,574	16,503,574	16,503,574	16,503,574
30 96	0	0	0	0	0	16,503,574	16,503,574	16,503,574	16,503,574
4 70	433,572	0	143,636	346,243	358,862	11,734,286	11,734,286	11,734,286	11,734,286
9 75	433,572	0	1,022,318	1,776,408	1,840,577	13,902,144	13,902,144	13,902,144	13,902,144
14 80	433,572	0	1,518,302	3,181,467	3,364,297	16,070,002	16,070,002	16,070,002	16,070,002

Coverage lapses in year: 37 37 37 37 37 37 37 37

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date

1-29-07

Date

Gwen Soergel

Signature of proposed insured(s)

J. Mike Holder

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

Date

John Ridings Lee

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
 a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL
 Page 5 of 13

CAI 5201

January 25, 2007 11:32am

v2006.4.1

EXHIBIT 5
92

Feb 05 07 11:50a

MCG Dallas

214 528 4388

2/20/07

P. 3

FRAUD NOTICE

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers; and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUTHORIZATION

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its insurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Stillwater, OK

Date of Signature

Signature of Proposed Insured A. Gary M. Sparks

Witness

11-30-06

Date

Signature of Proposed Insured B

Witness

Date

Signature of Applicant's new Trustee (Provide

Witness

2-1-07

Date

J. Mike Holder, President

250K

10/04

CONFIDENTIAL

CAI 5563

EXHIBIT 5

93

02/05/2007 11:58 FAX 405 744 4985

OK STATE GOLF

001

Feb 05 07 11:50a

MCG Dallas

214 528 4999

p. 2



LINCOLN ULPR-7
A LIFE INSURANCE ILLUSTRATION
Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
3838 Oak Lawn
Ste 1430
Dallas, TX 75219
Tel. 214.522.7469

Insured: Gary Spotts
Age: 66
Sex: Male
Class: Standard

Initial Death Benefit: \$10,000,000
Initial Death Benefit Opt.: Increase/Premium Annual
Payment Mode: None
Riders:

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 70:	623,520	406,839	1,026,770	1,377,495	1,410,596	13,117,601	13,117,601	13,117,601	13,117,601
10 75:	623,520	0	2,528,812	3,658,360	3,797,858	16,235,203	16,235,203	16,235,203	16,235,203
15 80:	623,520	0	3,093,308	5,927,346	6,104,120	19,352,804	19,352,804	19,352,804	19,352,804
20 85:	0	0	0	3,392,201	4,162,494	19,352,804	19,352,804	19,352,804	19,352,804
30 95:	0	0	0	0	0	19,352,804	19,352,804	19,352,804	19,352,804
5 70:	623,520	406,839	1,026,770	1,377,495	1,410,596	13,117,601	13,117,601	13,117,601	13,117,601
10 75:	623,520	0	2,528,812	3,658,360	3,797,858	16,235,203	16,235,203	16,235,203	16,235,203
15 80:	623,520	0	3,093,308	5,927,346	6,104,120	19,352,804	19,352,804	19,352,804	19,352,804

Coverage lapses in years: 42 42 42 42 42 42

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If "0" appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

2-1-07

X

Date

2-1-07

X

Date

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

2-1-07

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

LLA0510-0566

Page 5 of 13

02086-2

February 1, 2007 10:32am

CONFIDENTIAL

CAI 5572

EXHIBIT 5
94

Important Notice
Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

Representations
I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

Authorization
The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/WE will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an Investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

SHILLWATER, OK

Dated at (City and State)

Signature of Proposed Insured A Richard Weiborn

Date

Signature of Proposed Insured B

Witness

Date

Signature of Applicant/Owner/Trustee (Provide

Witness

Date

Officer's Title if policy is owned by a Corporation.)
J. Mike Holder, President

35 OK

10/04

CONFIDENTIAL

CAI 5760

EXHIBIT 5
95



LINCOLN ULPR-7

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared by: John Kidding Lee
3838 Oak Lawn
Ste 1450
Dallas, TX 75219
Tel: 214.522.7460

Insured: Richard Welborn
Age: 75
Sex: Male
Class: Preferred

Initial Death Benefit: \$10,000,000
Initial Death Benefit Opt.: Increase/Premium
Payment Mode: Annual
Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 79	601,876	0	0	849,751	875,555	13,009,380	13,009,380	13,009,380	13,009,380
10 84	601,876	0	0	1,829,101	1,932,025	16,018,759	16,018,759	16,018,759	16,018,759
15 89	601,876	0	0	0	143	19,028,139	19,028,139	19,028,139	19,028,139
20 94	0	0	0	0	0	19,028,139	19,028,139	19,028,139	19,028,139
30 104	0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
1 75	601,876	0	0	0	0	10,601,876	10,601,876	10,601,876	10,601,876
6 80	601,876	0	0	1,126,486	1,162,804	13,611,255	13,611,255	13,611,255	13,611,255
11 85	601,876	0	0	1,784,621	1,910,855	16,620,635	16,620,635	16,620,635	16,620,635

Coverage lapses in year: 26 26 26 26 26 26 26 26 26

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If *0* appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

2-5-07

x Richard Welborn

Date
2-5-07

Signature of proposed insured(s)

Date

x J. M. Kidding Lee
Signature of applicant/owner (or other than the proposed insured)

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

2-5-07

x John Kidding Lee

Date

Signature of licensed agent/representative

LLA0510-0566

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

CONFIDENTIAL

CAI 5767

FRAUD NOTICE

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, It is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or Agreement if advance payment has been made or acknowledged below and such Agreement issued, insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$_____ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

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The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/WE will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we ☐ DO ☐ DO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Stillwater, OK

Dated at (City and State)

Signature of Proposed Insured A

Howard Worley, Jr.

Witness

Date

12-18-06

Signature of Proposed Insured B

Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation.)
J. Mike Holder, President

Witness

Witness

Date

Date

1-29-07

35 OK

10/04

CONFIDENTIAL

CAI 5947

EXHIBIT 5

97



LINCOLN UL^{LPR}-7

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee
3838 Oak Lawn
Ste 1450
Dallas, TX 75219
Tel: 214.522.7460

Insured: Howard Worley
Age: 67
Sex: Male
Class: Standard

Initial Death Benefit: \$10,000,000
Initial Death Benefit Opt.: Increase/Premium
Payment Mode: Annual
Riders: None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL^{LPR}-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year/Age	Annual Premium Outlay	Surrender Values				Death Benefit			
		Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 71	652,812	378,329	1,047,650	1,430,426	1,464,840	13,264,061	13,264,061	13,264,061	13,264,061
10 76	652,812	0	2,461,182	3,722,698	3,867,137	16,528,121	16,528,121	16,528,121	16,528,121
15 81	652,812	0	2,537,497	5,790,490	6,181,513	19,792,182	19,792,182	19,792,182	19,792,182
20 86	0	0	0	2,315,980	3,159,985	19,792,182	19,792,182	19,792,182	19,792,182
30 96	0	0	0	0	0	19,792,182	19,792,182	19,792,182	19,792,182
4 70	652,812	302,833	748,022	1,023,475	1,046,164	12,611,249	12,611,249	12,611,249	12,611,249
9 75	652,812	6,608	2,205,979	3,232,433	3,346,702	15,875,309	15,875,309	15,875,309	15,875,309
14 80	652,812	0	2,795,750	5,482,980	5,809,246	19,139,370	19,139,370	19,139,370	19,139,370

Coverage lapses in year: 38 38 38 38 38 38 38 38

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If "0" appears in any of the above columns, the policy is lapsing without value.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date

1-29-07

Date

Signature of proposed insured(s)

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

1-29-07

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL
Page 5 of 13

CAI 5954

February 1, 2007 11:38am

v2006.4.1

EXHIBIT 5
98

From: "Joel W. Reese" <joel.reese@rgmfirm.com>
Subject: **Fwd: Subpoena - Cowboy Athletics & T. Boone Pickins issued to Lincoln Benefit Life Company**
Date: December 6, 2011 1:13:49 PM PST
To: hoopsdad@allstate.com
Cc: Mary Rahmes <mary.rahmes@gmlawyers.com>, "Bradley M. Gordon" <brad.gordon@rgmfirm.com>

Ms. Hoops:

Pursuant to our motion for protective order, we request that you not produce documents until the Court has had an opportunity to rule on our motion for protective order. As we have explained in our motion, we think the subpoena is improper.

I have copied opposing counsel on this email so she will understand our request. I do not believe that counsel that issued the subpoena can enforce the subpoena until the court has had an opportunity to rule on our motion for protective order (which would effectively eliminate the subpoena, if granted).

Joel Reese
Direct: (214) 382-9801
Visit our new website at www.rgmfirm.com

Begin forwarded message:

From: "Hoops, Denice" <HOOPSDAD@allstate.com>
Date: December 6, 2011 2:26:50 PM CST
To: <brad.gordon@rgmfirm.com>
Subject: Subpoena - Cowboy Athletics & T. Boone Pickins issued to Lincoln Benefit Life Company

Mr. Gordon:

Regarding the above-referenced subpoena, we have received your mailing of December 2, 2011. The cover letter indicates the Third Party Defendants have requested a protective order in connection with the subpoena.

However, the draft Order included as Exhibit D, to the Third-Party Defendants' Motion for Protective Order and Brief in Support states:

"It is Therefore Ordered that the Third-Party Defendants' objections to the Subpoenas, as that term is defined in the Motion, are sustained, and Cowboy Athletics, Inc. and Pickens are barred from seeking the discovery set forth in the Subpoenas."

Lincoln Benefit has requested and received an extension for response from Ms. Rahmes, however, she could not comment on the Motion or the Order at this time. She did point out that the filing was a Motion for a Protection Order and not a Motion to Quash.

The text in the drafted Order is confusing. A Motion for a Protection Order would not affect our requirement to produce the documents. If the Judge signs the Order in Exhibit D, the text quoted above makes it appear that the production of the documents is barred.

Your explanation is requested. Based upon the extension granted, I need to send out the response documents no later than Thursday afternoon, December 8. Your prompt attention to this matter will be greatly appreciated.

Denice Hoops
Senior Law Assistant
Lincoln Benefit Life Company
Financial Law & Regulation Department
2940 South 84th Street, 1B3
Lincoln, NE 68506
(402)328-5701
(800)525-2799, ext 85701
(877)511-5879, fax

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||

GIANELLI & MORRIS

A LAW CORPORATION

888 West Sixth Street, Ninth Floor
Los Angeles, California 90017

TIMOTHY J. MORRIS

tim.morris@gmlawyers.com

RICHARD R. FRUTO

richard.fruto@gmlawyers.com

Telephone: (213) 489-1600

Facsimile (213) 489-1611

December 9, 2011

By Email and U.S. Mail

Joel W. Reese
Bradley M. Gordon
REESE GORDON MARKETOS LLP
750 N. Saint Paul Street, Suite 610
Dallas, Texas 75201
(214) 382-9810; FAX 214.501.0731
Email: joel.reese@rgmfir.com
brad.gordon@rgmfir.com

**Re: The Lincoln National Life Ins. Co., et al. v. Cowboy Athletics, Inc. et al.
USDC-Northern District of Texas, Case No. 3:10-cv-00173-P**

Dear Counsel:

We have been contacted by counsel and representatives for certain insurance companies on whom we served document subpoenas regarding T. Boone Pickens' insurance policies. As a result, it has come to our attention that you unilaterally served all of the 13 entities with a letter dated December 2, 2011, and a copy of your motion for protective order.

None of these companies have objected to the subpoenas. However, based upon those inquiries and your email response to Denise Hoops at Lincoln Benefit Life, we understand that you are instructing them that they need not comply with the subpoenas until the Court rules on your motion.

First, none of them were on the proof of service when we were served with the motion. So until they contacted us, we were unaware that they had been served with the motion and also instructed not to comply with the subpoena.

Second, we are unaware that bringing a motion for protective order based only on objections to relevance, as set forth in your motion, is equivalent to a motion to quash. Under Rule 45(c)(3), a motion to quash in the court that issued the subpoena, not a motion for protective order, is the only appropriate method to prevent compliance with a subpoena. That is particularly so when the motion for protective order is not even brought in the court that issued

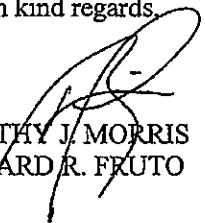
Joel W. Reese, Esq.
REESE GORDON MARKETOS LLP
December 9, 2011
Page 2

the subpoena and is instead filed in a court that has no jurisdiction over the subpoenaed party, as here. See *In re Clients and Former Clients of Baron & Budd, P.C.*, 478 F.3d 670 (5th Cir. 2007)(recognizing that only issuing court has jurisdiction to hear motion to quash, except where subpoena is issued in MDL litigation). Moreover, in the Fifth Circuit, as well as the Northern District of Texas, a party has no standing to challenge a third-party subpoena on relevance grounds, as here with your motion. See *Brown v. Braddick*, 595 F.2d 961, 967 (5th Cir. 1979); *Canyon Partners, L.P. v. Developers Diversified Realty Corp.*, 2005 U.S. Dist. LEXIS 26782, 4 (N.D. Texas 2005). If you have any authority to the contrary, please point us to it.

Third, we are also unaware that bringing a motion for protective order, which Rule 45(c)(3) does not provide for, allows you to instruct third-parties served with a subpoena not to comply with the subpoena until the motion is ruled on. Again, if you have authority that you can instruct a subpoenaed party so, please let us know.

Finally, we demand that you advise us who you contacted about the subpoenas, when, and what you specifically advised them about complying with the subpoenas. Further, unless you present any authority in support of your actions, we demand that you advise counsel and representatives of the subpoenaed entities that you erred in advising them that they need not comply with the subpoenas at this time. Otherwise, we will advise the Court in any opposition to your motion that you are interfering with the subpoena process in the actions you've taken with respect to the motion.

With kind regards,



TIMOTHY J. MORRIS
RICHARD R. FRUTO

RRF/cg

From: Connie Gonzales <connie.gonzales@gmlawyers.com>
Subject: The Lincoln National Life Ins. Co., et al. v. Cowboy Athletics, Inc. et al.
Date: December 9, 2011 10:54:49 AM PST
To: Joel.reese@rgmfirm.com, brad.gordon@rgmfirm.com
Cc: hoopsdad@allstate.com, mary.barney@genworth.com, stephen.baker@dbr.com, david.brown@dbr.com, andrew.lojin@dbr.com, grant.nichols@dbr.com, gregory.star@dbr.com, charles.vinicombe@dbr.com, andrew.jubinsky@dbr.com, ray.walker@figdav.com, stacy@stacyconder.com, howie@stacyconder.com, wab@bickelbrewer.com, jyc@bickelbrewer.com, jsr@bickelbrewer.com, alya.taha@rgmfirm.com, silvetti@stacyponder.com, spencer@stacyponder.com, Richard Fruto <richard.fruto@gmlawyers.com>, Tim Morris <tim.morris@gmlawyers.com>, Rob Gianelli <rob.gianelli@gmlawyers.com>, Mary Rahmes <mary.rahmes@gmlawyers.com>, Diane Schmidt <diane.schmidt@gmlawyers.com>, Shayn Adamson <shayn.adamson@gmlawyers.com>
▶ 1 Attachment, 86.7 KB

Dear Counsel, attached please find correspondence from Richard R. Fruto dated today. Original will follow via mail.

Connie Gonzales
Assistant to Richard R. Fruto
Gianelli & Morris
888 W. Sixth Street, 9th Floor
Los Angeles, CA 90017
Tel: 213.489.1600 / Fax: 213.489.1611
connie.gonzales@gmlawyers.com



OSUScans.PDF (86.7 KB)



Genworth Life Insurance Company

700 Main Street, PO Box 1280
Lynchburg, VA 24504
(888) 325-5433
(434) 948-5819 fax
www.genworth.com

Mary V. Barney
Associate General Counsel
(434) 948-5193

VIA FEDERAL EXPRESS 2ND DAY

December 5, 2011

RECEIVED
DEC 07 2011
GIANELLI & MORRIS

Bradley M. Gordon
Reese Gordon Marketos
750 N. St. Paul Street, Suite 610
Dallas, TX 75201

Re: *The Lincoln National Life Insurance Company v. Cowboy Athletics, Inc.
and T. Boone Pickens*

Dear Mr. Gordon:

We received your letter dated December 2, 2011. We will not take further action on the subpoena until we receive a court order in response to your motion to quash or notice of an agreement among the parties concerning the motion.

We note, however, that we had already produced certain information before receiving your motion. Our production was not complete, and as noted above, we will take no further action until the matter is resolved.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Mary V. Barney".

Mary V. Barney
Associate General Counsel

MVB/bc

Cc: Mary T. Rahmes, Esq.
Gianelli & Morris
888 West Sixth Street, 9th Floor
Los Angeles, CA 90017

EXHIBIT 8
104

From: (434) 948-5563
Barbara Campbell
Genworth Financial
3100 Albert Lankford Drive
Lynchburg, VA 24501

Origin ID: LYHA

FedEx
Express

J11201108050225

Ship Date: 05DEC11
ActWgt: 1.0 LB
CAD: 7266645/NET3210

Delivery Address Bar Code



SHIP TO: (213) 489-1600
Mary T. Rahmes
Gianelli & Morris
888 W 6TH ST FL 9

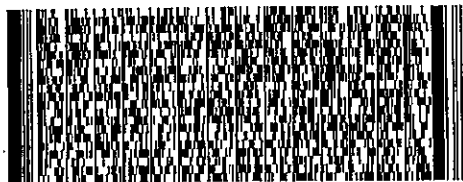
BILL SENDER

LOS ANGELES, CA 90017

Ref #
Invoice #
PO #
Dept #

WED - 07 DEC A2
** 2DAY **

TRK# 7954 7487 0320
8201



SA EMTA

90017
CA-US
LAX



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December 8, 2011

Via First Class Mail

Mary T. Rahmes, Esquire
Gianelli & Morris
888 West Sixth Street, 9th Floor
Los Angeles, CA 90017

Bradley M. Gordon, Esquire
Reese Gordon Marketos
750 N. St. Paul Street, Suite 610
Dallas, TX 75201

Andrew G. Jubinsky, Esquire
Figari & Davenport LLP
3400 Bank of America Plaza
901 Main Street, LB 125
Dallas, TX 75202-3796

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DEC 13 2011

GIANELLI & MORRIS

Re: The Lincoln National Life Insurance Company v. Cowboy Athletics, Inc. and T. Boone Pickens

Dear Ms. Rahmes, Mr. Gordon & Mr. Jubinsky:

We are in receipt of a subpoena in the matter of *The Lincoln National Life Insurance Company v. Cowboy Athletics, Inc. and T. Boone Pickens* dated November 18, 2011 and served on Massachusetts Mutual Life Insurance Company ("MassMutual") on November 21, 2011.

Our response to the subpoena is currently due on December 12, 2011. We have received Mr. Gordon's letter dated December 2, 2011 informing us that he has filed Third-Party Defendant's Motion for Protective Order and Brief in Support seeking to relieve MassMutual of any obligation under the subpoena. As such, MassMutual will not respond to the subpoena until the parties inform MassMutual as to the disposition of Third-Party Defendant's Motion for Protective Order.

In the event that you are made aware of the disposition or that a motion to modify the subpoena has been filed by the respondent, please forward such documentation directly to my attention.

MassMutual Financial Group is a marketing name for Massachusetts Mutual Life Insurance Company (MassMutual) and its affiliated companies and sales representatives.

Springfield, MA 01111-0001 • (413) 788-8411

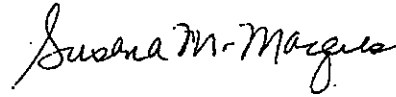
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EXHIBIT 9
106

Ms. Rahmes, Mr. Gordon & Mr. Jubinsky
December 8, 2011
Page 2

Should you have any questions or concerns, please do not hesitate to contact me directly
at (413) 744-0347.

Sincerely,

A handwritten signature in cursive script that reads "Susana M. Marques".

Susana M. Marques
Senior Paralegal

From: "Hoops, Denice" <HOOPSDAD@allstate.com>
Subject: **FW: The Lincoln National Life Ins. Co., et al. v. Cowboy Athletics, Inc. et al.**
Date: December 20, 2011 8:19:33 AM PST
To: <mary.rahmes@gmlawyers.com>
Cc: <joel.reese@rgmfirm.com>

Hi Mary:

I had our attorney review this email string and the correspondence received from both Bradley Gordon and Richard R. Fruto regarding the subpoena requests. Our position is that we are waiting to hear the outcome of the hearing Joel Reese references below. If the Court rules that the documents are to be produced, we will produce them immediately. If the Court rules that the documents are not to be produced, we will not provide the documents.

Denice Hoops
Senior Law Assistant
Allstate Financial Law & Regulation Department
2940 South 84th Street, 1B3
Lincoln, NE 68506
(402)328-5701
(800)525-2799, ext 85701
(877)511-5879, fax

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-----Original Message-----

From: Joel W. Reese [mailto:joel.reese@rgmfirm.com]
Sent: Friday, December 09, 2011 1:34 PM
To: Connie Gonzales
Cc: brad.gordon@rgmfirm.com; Hoops, Denice; mary.barney@genworth.com; stephen.baker@dbi.com; david.brown@dbi.com; andrew.lorin@dbi.com; grant.nichols@dbi.com; gregory.star@dbi.com; charles.vinicombe@dbi.com; andrew.jubinsky@dbi.com; ray.walker@figdavi.com; stacy@stacyconder.com; howie@stacyconder.com; wab@bickelbrewer.com; jyc@bickelbrewer.com; jsr@bickelbrewer.com; alya.taha@rgmfirm.com; silvetti@stacyponder.com; spencer@stacyponder.com; Richard Fruto; Tim Morris; Rob Gianelli; Mary Rahmes; Diane Schmidt; Shayn Adamson
Subject: Re: The Lincoln National Life Ins. Co., et al. v. Cowboy Athletics, Inc. et al.

I propose that we resolve this dispute by having a brief hearing on our motion. We believe that Cowboy Athletics has abused the subpoena process by requesting documents that have nothing to do with this case. Now Cowboy Athletics is trying to force the production of the documents before a hearing can be held. We think the third parties are justified in waiting to see how the court rules on the matter. Let's have a hearing. If we are wrong, you will get the documents. If we are correct, then we have prevented the unnecessary production of documents by 16 third parties in multiple jurisdictions.

Tell me what time and date would be convenient for a hearing and we will schedule the hearing immediately.

Joel Reese

Sent from my iPhone

On Dec 9, 2011, at 12:54 PM, Connie Gonzales
<connie.gonzales@gmlawyers.com> wrote:

| Dear Counsel, attached please find correspondence from Richard R.
Fruto dated today. Original will follow via mail.

Connie Gonzales
Assistant to Richard R. Fruto
Gianelli & Morris
888 W. Sixth Street, 9th Floor
Los Angeles, CA 90017
Tel: 213.489.1600 / Fax: 213.489.1611
connie.gonzales@gmlawyers.com

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From: "LeMosy, Judy" <LeMosy.Judy@principal.com>
Subject: **Lincoln National Life Insurance vs Cowboy Athletics et al.**
Date: December 22, 2011 12:20:02 PM PST
To: "mary.rahmes@gmlawyers.com" <mary.rahmes@gmlawyers.com>

Mary,

I spoke with Hannah and confirmed that she believes that it is best for Principal Life to wait for the court's response on the Motion for Protective Order filed by the 3rd party defendants.

Please let us know if there are any questions or if you need anything further.

Thanks and regards,

Judy LeMosy / Paralegal Analyst / Principal Financial Group / Ph: (515) 247-0944 / Fax: (866) 496-6527

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